

Hearing Date: September 5, 2024 at 10:00 a.m. ET
Response Deadline: August 29, 2024 at 4:00 p.m. ET

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Counsel to the Debtor

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
In re	:	Chapter 11
	:	
SVB FINANCIAL GROUP, ¹	:	Case No. 23-10367 (MG)
	:	
Debtor.	:	
_____	x	

**NOTICE OF DEBTOR’S SEVENTH OMNIBUS OBJECTION TO CERTAIN
PROOFS OF CLAIMS WITH BRIEF IN SUPPORT AND
NOTICE OF OPPORTUNITY FOR HEARING**

PLEASE TAKE NOTICE that on the date hereof, SVB Financial Group, as debtor and debtor-in-possession (the “Debtor”), filed the *Debtor’s Seventh Omnibus Objection to Certain Proofs of Claims with Brief in Support and Notice of Opportunity for Hearing* (the “Objection”). The undersigned counsel will present the Objection to the Honorable Martin Glenn, Chief Judge of the United States Bankruptcy Court for the Southern District of New York (the “Court”) at a hearing to be held on **September 5, 2024 at 10:00 a.m. (prevailing Eastern Time)** (the “Hearing”).

¹ The last four digits of SVB Financial Group’s tax identification number are 2278.

PLEASE TAKE FURTHER NOTICE that any responses (the “Responses”) to the Objection shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and shall be filed in writing with the Court Clerk in accordance with the customary practices of the Court and General Order M-399. Responses must be filed and received no later than **August 29, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Response Deadline”) and must be served on the following parties: (a) counsel to the Debtor, Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004, Attn: Christian P. Jensen (jensenc@sullcrom.com); (b) counsel to the Official Committee of Unsecured Creditors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Ira S. Dizengoff (idizengoff@akingump.com) and Brad M. Kahn (bkahn@akingump.com) and 2001 K Street NW, Washington, DC 20006, Attn: James R. Savin (jsavin@akingump.com); and (c) counsel to William K. Harrington, the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Custom House, One Bowling Green, Room 534, New York, New York 10004, Attn: Andrea B. Schwartz, Esq. (andrea.b.schwartz@usdoj.gov), Annie Wells, Esq. (annie.wells@usdoj.gov) and Rachael E. Siegel, Esq. (rachael.e.siegel@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that Responses must contain, at a minimum, the following information: a caption stating the name of the Court, the name of the Debtor, the case number, the title of the Objection to which the response is directed and, if applicable, the proof of claim number(s) related thereto from the official claims register (the “Claims Register”) maintained by Kroll Restructuring Administration LLC (or any subsequently appointed claims agent); a concise statement setting forth the reasons why the Court should not grant the Objection with respect to such Claim, including the factual and legal bases upon which

the claimant will rely in opposing the Objection; a copy of any documentation or other evidence of the Claim, to the extent not already included with the Claim, upon which the claimant will rely in opposing the Objection; *provided, however*, that the claimant need not disclose confidential, proprietary or otherwise protected information in the response; *provided, further, however*, that the claimant shall disclose to the Debtor all information and provide copies of all documents that the claimant believes to be confidential, proprietary or otherwise protected and upon which the claimant intends to rely in support of its Claim, subject to appropriate confidentiality constraints; and contact information for the responding party, including: the name, address, telephone number and email address of the responding claimant or the name, address, telephone number and email address of the claimant's attorney or designated representative to whom the attorneys for the Debtor should serve a reply to the response, if any; or the name, address, telephone number and email address of the party with authority to reconcile, settle or otherwise resolve the Objection on the claimant's behalf.

PLEASE TAKE FURTHER NOTICE that only those Responses that are timely filed, served and received will be considered at the Hearing. Failure to file a timely Response may result in the entry of an order granting the relief requested in the Objection without further notice or a hearing before the Court. Failure to attend the Hearing in person or by counsel may result in relief being granted or denied upon default. In the event that no Response to the Objection is timely filed and served, the relief requested in the Objection may be granted without notice or a hearing before the Court.

PLEASE TAKE FURTHER NOTICE that copies of the Objection may be obtained from the Court's website, <https://ecf.nysb.uscourts.gov>, for a nominal fee, or obtained

free of charge by accessing the website of the Debtor's claims and noticing agent,

<https://restructuring.ra.kroll.com/svbfg/>.

Dated: August 6, 2024
New York, New York

/s/ James L. Bromley

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Counsel to the Debtor

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
In re	:	Chapter 11
	:	
SVB FINANCIAL GROUP, ¹	:	Case No. 23-10367 (MG)
	:	
Debtor.	:	
_____	x	

**DEBTOR’S SEVENTH OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIMS
WITH BRIEF IN SUPPORT AND NOTICE OF OPPORTUNITY FOR HEARING**

**CLAIMANTS RECEIVING NOTICE OF THIS OMNIBUS OBJECTION
SHOULD LOCATE THEIR NAMES AND CORRESPONDING CLAIMS ON
EXHIBIT 1, EXHIBIT 2, EXHIBIT 3, EXHIBIT 4, EXHIBIT 5, EXHIBIT 6,
EXHIBIT 7 AND EXHIBIT 8 TO THE PROPOSED ORDER
ATTACHED TO THE OBJECTION.**

SVB Financial Group (the “Debtor”) hereby files this seventh omnibus claims objection (the “Objection”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to section 502 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), rule 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), disallowing and expunging from the claims register each of

¹ The last four digits of SVB Financial Group’s tax identification number are 2278.

the claims identified on Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 6, Exhibit 7 and Exhibit 8 to the Proposed Order (collectively, the “Claims”) in its entirety.

In support of this Objection, the Debtor submits the *Declaration of Holden Bixler In Support of Debtor’s Seventh Omnibus Objection to Certain Proofs of Claim With Brief in Support and Notice of Opportunity for Hearing* (the “Bixler Declaration”), attached hereto as Exhibit B, and respectfully states as follows:

Background

1. On March 17, 2023 (the “Petition Date”), the Debtor filed with the Court a voluntary petition for relief under the Bankruptcy Code (this “Chapter 11 Case”). The Debtor continues to operate its businesses and manage its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 28, 2023, the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “Committee”) pursuant to section 1102 of the Bankruptcy Code [D.I. 72].

2. Additional factual background relating to the Debtor’s business and the commencement of this Chapter 11 Case is set forth in the *Declaration of William C. Kosturos in Support of the Debtor’s Chapter 11 Petition and First Day Pleadings* [D.I. 21] and *Supplemental Declaration of William C. Kosturos in Support of the Debtor’s Chapter 11 Petition and First Day Pleadings* [D.I. 43].

Facts Specific to the Relief Requested

3. On June 29, 2023, the Court entered an order [D.I. 373] (the “Bar Date Order”) establishing certain dates and deadlines for filing proofs of claims in this Chapter 11 Case. Specifically, the Court established, among other things, (a) August 11, 2023 at 4:00 p.m. (Eastern Time) as the bar date (the “General Bar Date”) for certain entities other than

governmental units to file proofs of claim against the Debtor that arose prior to the Petition Date, including, subject to the exceptions set forth in the Bar Date Order, secured claims, unsecured priority claims, unsecured nonpriority claims and claims pursuant to section 503(b)(9) of the Bankruptcy Code and (b) September 14, 2023 at 4:00 p.m. (Eastern Time) as the bar date (the “Governmental Bar Date”) for governmental units to file proofs of claim against the Debtor. The bar date for any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease is (i) the later of (A) the General Bar Date and (B) the date that is 30 days after the effective date of rejection for such executory contract or unexpired lease or (ii) any date this Court may fix in the applicable order authorizing the rejection of an executory contract or unexpired lease.

4. On November 13, 2023, the Debtor filed a motion [D.I. 672] (the “Omnibus Claims Objections Procedures Motion”) seeking entry of an order granting the Debtor leave to file omnibus objections to claims in accordance with certain omnibus claims objection procedures. On November 30, 2023, the Court entered an order approving the Omnibus Claims Objections Procedures Motion [D.I. 713] (the “Omnibus Claims Objections Procedures Order”) allowing the Debtor to combine and file up to 200 objections to claims in a single omnibus objection and grouping together the claims with multiple objections if the multiple objections are the same with respect to all claims.

5. As of the date hereof, the Debtor has received more than 1,460 claims asserting in excess of \$8.47 billion. These claims include, among other things, general unsecured trade claims, employee claims and litigation claims. A number of these claims have been or may be satisfied in the ordinary course of business or pursuant to a prior order of the Court.

6. On December 15, 2023, the Debtor filed its first omnibus objection to certain claims [D.I. 768] (the “First Omnibus Claim Objection”) seeking entry of an order expunging certain claims from the claims register. The Debtor objected to 86 claims totaling over \$1.5 billion in the First Omnibus Claim Objection. On January 17, 2024, the Court entered an order sustaining the First Omnibus Claim Objection [D.I. 817].

7. On January 16, 2024, the Debtor filed its second omnibus objection to certain claims [D.I. 812] (the “Second Omnibus Claim Objection”) seeking entry of an order expunging certain additional claims from the claims register. The Debtor objected to 30 claims totaling over \$18 million in the Second Omnibus Claim Objection. On March 6, 2024, the Court entered an order sustaining the Second Omnibus Claim Objection [D.I. 897].

8. On March 8, 2024, the Debtor filed its third omnibus objection to certain claims [D.I. 908] (the “Third Omnibus Claim Objection”) seeking entry of an order expunging certain additional claims from the claims register. The Debtor objected to 197 claims totaling over \$89 million in the Third Omnibus Claim Objection. On April 9, 2024, the Court entered an order overruling without prejudice the objections to four claims included in the Third Omnibus Claim Objection [D.I. 1025], on April 10, 2024, the Court entered an order sustaining the remainder of the Third Omnibus Claim Objection [D.I. 1029] and on July 17, 2024 the Court entered an order sustaining the Third Omnibus Claim Objection with respect to one of the claims it had previously overruled without prejudice [D.I. 1298].

9. On April 8, 2024, the Debtor filed its fourth omnibus objection to certain claims [D.I. 1021] (the “Fourth Omnibus Claim Objection”) seeking entry of an order expunging certain additional claims from the claims register. The Debtor objected to 58 claims totaling

over \$21 million in the Fourth Omnibus Claim Objection. On May 10, 2024, the Court entered an order sustaining the Fourth Omnibus Claim Objection [D.I. 1119].

10. On May 6, 2024, the Debtor filed its fifth omnibus objection to certain claims [D.I. 1099] (the “Fifth Omnibus Claim Objection”) seeking entry of an order expunging certain additional claims from the claims register. The Debtor objected to 10 claims totaling over \$1.75 million in the Fifth Omnibus Claim Objection. On July 2, 2024, the Court entered an order sustaining the Fifth Omnibus Claim Objection [D.I. 1250].

11. On May 31, 2024, the Debtor filed its sixth omnibus objection to certain claims [D.I. 1182] (the “Sixth Omnibus Claim Objection”) seeking entry of an order expunging certain additional claims from the claims register. The Debtor objected to 15 claims totaling over \$31 million in the Sixth Omnibus Claim Objection. On July 2, 2024, the Court entered an order sustaining the Sixth Omnibus Claim Objection [D.I. 1251].

Jurisdiction

12. The Court has jurisdiction to consider this Objection pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested herein are section 502 of the Bankruptcy Code and Bankruptcy Rule 3007.

Relief Requested

13. By this Objection, the Debtor seeks entry of the Proposed Order disallowing and expunging in its entirety from the claims register or reclassifying each of the Claims in the manner specified in the Proposed Order.

Basis for Relief

14. Section 502 of the Bankruptcy Code provides that “[a] claim or interest, proof of which is filed under section 501 of [the Bankruptcy Code], is deemed allowed, unless a

party in interest . . . objects.” 11 U.S.C. § 502. Bankruptcy Rule 3007(c) and 3007(d) provide that, under certain circumstances, or with Court approval, more than one claim may be joined in a single objection. Fed. R. Bankr. P. 3007(c)-(d). In addition, the Omnibus Claims Objections Procedures Order provides a list of certain grounds upon which the Debtor is authorized to join claims in a single omnibus objection.

15. As set forth in Bankruptcy Rule 3001(f), a proof of claim executed and filed in accordance with Bankruptcy Rule 3001 shall constitute prima facie evidence of the validity and amount of claim. *See In re Vanegas*, 290 B.R. 190, 193 (Bankr. D. Conn. 2003) (citing Bankruptcy Rule 3001(f) and holding that the evidence submitted by the debtor was insufficient to overcome the validity and amount of bank’s proof of claim); *In re Rockefeller Ctr. Props.*, 272 B.R. 524, 539 n. 13, 553 (Bankr. S.D.N.Y. 2000) (citing Bankruptcy Rule 3001(f) in analysis of debtors’ objection to former tenant’s proof of claim and granting partial summary judgment with respect to the objection where there were no material facts in dispute).

16. To receive the benefit of *prima facie* validity, however, “the proof of claim must set forth the facts necessary to support the claim.” *In re Marino*, 90 B.R. 25, 28 (Bankr. D. Conn. 1988) (holding that claimant’s proof of claim was not entitled to the presumption of *prima facie* validity because it did not set forth the necessary facts); *see also* Fed. R. Bankr. P. 3001(c)(1) (requiring claimant to provide documentation where claim is based on a writing).

17. A party objecting to the proof of claim must only provide evidence sufficient to negate the *prima facie* validity of the claim by refuting one or more of the facts in the filed claim. *See In re Waterman Steamship Corp.*, 200 B.R. 770, 774-75, 777 (Bankr. S. D.N.Y. 1996) (reopening discovery into asbestos claims due to insufficient information upon

which to determine validity of claims). Once this occurs, “the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.” *In re WorldCom, Inc.*, No. 02-13533 (AJG), 2005 WL 3832065, at *4, *9 (Bankr. S.D.N.Y. 2005) (citing Bankruptcy Rule 3001(f) and holding that claimant did not meet its burden to prove validity of anticipatory breach and unjust enrichment claims, but that further evidence was needed to assess the merits of lack of good faith claim) (quoting *In re Allegheny Int’l, Inc.*, 954 F.2d 167, 173-74 (3d Cir. 1992)); *see also In re St. Johnsbury Trucking Co.*, 206 B.R. 318, 323, 328 (Bankr. S.D.N.Y. 1997) (citing Bankruptcy Rule 3001(f) and allowing claim where debtor failed to refute any of the material facts in proof of claim).

18. The claimant must prove the claim, not sit back while the objector attempts to disprove it. *See In re Bennett*, 83 B.R. 248, 252 (Bankr. S.D.N.Y. 1988) (holding that debtor presented sufficient evidence to rebut the *prima facie* validity of claimant’s claim and that claimant failed to prove claim by a preponderance of credible evidence).

19. Prior to filing this Objection, the Debtor, with assistance from its professionals, reviewed the Claims to determine, among other things, whether such Claims had already been satisfied by the Debtor and/or corresponded to notation of amounts outstanding in the Debtor’s books and records. Based on a review of the Debtor’s books and records, the Debtor objects to the claims identified on **Exhibit 1** attached to the Proposed Order (such claims, the “Amended Claims”); the claims identified on **Exhibit 2** attached to the Proposed Order (such claims, the “Modified Amount Claims”); the claims identified on **Exhibit 3** attached to the Proposed Order (such claims, the “Substantive Duplicate Claims”); the claims identified on **Exhibit 4** attached to the Proposed Order (such claims, the “Late Filed Claims”); the claims identified on **Exhibit 5** attached to the Proposed Order (such claims, the “No Liability Claims”);

the claims identified on **Exhibit 6** attached to the Proposed Order (such claims, the “Misclassified Claims”); the claims identified on **Exhibit 7** attached to the Proposed Order (such claims, the “Insufficient Documentation Claims”); and the claims identified on **Exhibit 8** attached to the Proposed Order (such claims, the “Satisfied Claims”). Such Claims should be disallowed and expunged, or modified, as explained in greater detail below.

EXHIBIT 1: AMENDED CLAIMS

A. Amended Claims

20. The Debtor objects to the Amended Claims listed on **Exhibit 1** to the Proposed Order as having been amended or modified, and thus superseded, by a subsequently filed proof of claim. The claims set forth under the column heading “Surviving Claims” on **Exhibit 1** are claims that were subsequently filed by or on behalf of the same claimants in respect of the same liabilities as the Amended Claims, as so indicated on the face of the Surviving Claims. The Surviving Claims have thus amended and superseded the Amended Claims. By filing the Surviving Claims, the claimants liquidated, reduced, or otherwise modified the liability originally identified in the Amended Claims. The Surviving Claims will remain on the Debtor’s claims register as outstanding liabilities, subject to the Debtor’s right to object to such Surviving Claims at a later date on any grounds that bankruptcy or non-bankruptcy law permits or until the Surviving Claims are withdrawn by the claimants or disallowed by the Court. *See, e.g.,* 11 U.S.C. § 502(a).

21. The relief requested in this Objection is necessary to prevent the allowance of the Amended Claims, which by their nature have been superseded and remain on the Debtor’s claims register only as a technicality. Accordingly, the Debtor seeks to disallow the Amended Claims in full and thereby: (a) prevent the claimants from obtaining a double recovery

on account of any single obligation; and (b) limit the claimants to a single claim for those amounts currently asserted by the claimant in respect of the same liabilities.

EXHIBIT 2: MODIFIED AMOUNT CLAIMS

B. Modified Amount Claims

22. The Debtor objects to the Modified Amount Claims listed on Exhibit 2 to the Proposed Order as asserting amounts that are partially satisfied and thus requiring modification to match the amounts reflected in the Debtor's books and records following payments made to the claimants. One Claim of Debbie Snow listed on Exhibit 2 had an amount that was overstated due to a docketing error and thus should be modified to the amount indicated in the filed Claim. The amounts set forth under the column heading "Modified" on Exhibit 2 are the modified amounts reflecting the remaining claim not yet satisfied through payments to the claimants or the corrected claim amount. The individual reason justifying the modification of each Modified Amount Claim is included in Exhibit 2.

23. Adjusting the claim amount of the Modified Amount Claims as set forth on Exhibit 2 will avoid unwarranted recoveries on a single claim to the detriment of other creditors. Accordingly, the Debtor request that the Court modify the Modified Amount Claim as set forth on Exhibit 2 to the Proposed Order. The Debtor reserves the right to object to the proofs of claim, as modified on Exhibit 2, on any other grounds whatsoever.

EXHIBIT 3: SUBSTANTIVE DUPLICATE CLAIMS

C. Substantive Duplicate Claims

24. The Claims identified on Exhibit 3 to the Proposed Order are substantive duplicates of other claims filed by or on behalf of the same claimant, meaning they are filed in respect of the same liabilities but may list different claimed amounts or have other variations. Although in each case the later filed Claims do not indicate that they are amendments of the

earlier filed claims, the Debtor has determined that the later filed claims contain more supporting documentations, contain more details or correct apparent typographical errors. The Debtor should not be required to pay a claimant twice on the same obligation or debt. Moreover, elimination of the Substantive Duplicate Claims will enable the Debtor's claims register to more accurately reflect the claims asserted against the Debtor. Accordingly, the Debtor seeks to disallow in full the claims set forth under the column heading "Claims to be Disallowed" on **Exhibit 3** to the Proposed Order and thereby: (a) prevent the claimants from obtaining double recovery on account of any single obligation; (b) ensure a more efficient administration of the Debtor's claim register; and (c) limit the claimants to a single claim for those amounts currently asserted by the claimant in respect of the same liabilities.

25. Any claim set forth under the column heading "Surviving Claims" on **Exhibit 3** to the Proposed Order will remain on the Debtor's claims register as outstanding liabilities, subject to the Debtor's rights to object to the Surviving Claims at a later date on any grounds that bankruptcy or non-bankruptcy law permits or until such Surviving Claims are withdrawn by the claimants or disallowed by the Court. *See, e.g.*, 11 U.S.C. § 502(a). The claimants will suffer no prejudice because the Surviving Claims will be unaffected by the relief sought in this Objection, and the claimants' rights to assert these liabilities against the Debtor's estate will be preserved, subject to the Debtor's ongoing rights to object to the Surviving Claims on any other applicable grounds, including other grounds set forth in subsequent omnibus objections of the Debtor.

EXHIBIT 4: LATE FILED CLAIMS

D. Late Filed Claims

26. The Debtor objects to the Late Filed Claims listed on **Exhibit 4** to the Proposed Order as being claims that were filed after the applicable Bar Date and should therefore be disallowed and expunged.

27. The Bar Date Order provides in relevant part:

Pursuant to Bankruptcy Rule 3003(c)(2), all holders of claims that fail to comply with this Order by timely filing a proof of claim in appropriate form, if required, *shall be forever barred, estopped and enjoined* from asserting the applicable claim (including any such claim asserting administrative expense status under section 503(b)(9) of the Bankruptcy Code) against the Debtor or property of the estate and shall not be treated as a creditor with respect to such claim for purposes of voting on or distribution under any plan of reorganization filed in this chapter 11 case.

Bar Date Order ¶ 11 (emphasis added).

28. Accordingly, pursuant to the terms of the Bar Date Order, each of the holders of the Late Filed Claims are barred from filing a claim against the Debtor, and the Debtor is discharged from any and all liabilities to such claimants. Failure to disallow the Late Filed Claims would prejudice the holders of claims who complied with the Bar Date Order and timely filed their claims by potentially reducing the ultimate distribution to the holders of such claims. Accordingly, the Debtor requests that the Late Filed Claims be disallowed in their entirety.

EXHIBIT 5: NO LIABILITY CLAIMS

E. No Liability Claims

29. The Debtor objects to the No Liability Claims listed on **Exhibit 5** to the Proposed Order as being claims for which the Debtor is not liable. Section 502(b)(1) of the Bankruptcy Code provides that a claim may not be allowed to the extent that “such claim is

unenforceable against the debtor.” 11 U.S.C. § 502(b)(1). Accordingly, the No Liability Claims should be disallowed and expunged from the claims register.

30. There are multiple reasons why the Debtor is not liable for the No Liability Claims listed on **Exhibit 5**. The individual reasons for why the Debtor is not liable for each of the No Liability Claims are set forth on **Exhibit 5** and are summarized below.

(a) There is one claim where the claimant, the State of New Jersey’s Taxation Bankruptcy Unit, seeks \$00.00. This claim amends Claim No. 100, which relates to the Debtor’s New Jersey tax liabilities for the tax year ending December 31, 2022. This claim has been satisfied. The Debtor’s New Jersey tax return for the tax year ending December 31, 2022 filed on November 13, 2023 reported a tax liability of \$8,000, and such tax liability has been satisfied with an overpayment on account.

(b) There is one claim where the claimant, the New Mexico Taxation & Revenue Department, seeks \$00.00. This claim amends Claim No. 13, which relates to the Debtor’s New Mexico tax liabilities for the tax year ending December 31, 2022. This claim has been satisfied. The Debtor’s New Mexico tax return for the tax year ending December 31, 2022 filed on October 16, 2023 reported a tax liability of \$50, and such tax liability has been satisfied with an overpayment on account.

(c) There is one Claim where the claimant, Elizabeth A. Marx, is claiming amounts allegedly owed under a Life Insurance Policy. The Life Insurance policy attached to the Proof of Claim is between Charter Bank, and Elizabeth A. Marx. The Debtor is not liable for this, as the obligation belonged to Charter Bank, which later merged into Silicon Valley Bank, or the insurer under the policy.

(d) There are four Claims by claimants who are claiming amounts allegedly

owed by the Debtor for unpaid leases. Those claims are not liabilities of the Debtor as they were assumed and assigned to First-Citizens Bank & Trust Company or a designated affiliate thereof (“FCB”) pursuant to the *Order Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [D.I. 369].

(e) There are two Claims related to insurance policies. Both Claims are unliquidated and appear to be protective in nature. According to the Debtor’s books and records, there is no liability owed to either claimant.

(f) There are five Claims for payment of alleged amounts under executory contracts. The relevant contracts have been assumed and assigned by the Debtor pursuant to the Court’s orders as detailed in Exhibit 5.

31. The relief requested in regard to the No Liability Claims is necessary to prevent the allowance of claims for which the claimants are not entitled to any recovery from the Debtor. Their inclusion in the claims register unjustifiably encumbers the Debtor’s asset pool and hinders the equitable treatment of legitimate creditors. Accordingly, the Debtor requests that the No Liability Claims be disallowed and expunged in their entirety from the claims register.

EXHIBIT 6: MISCLASSIFIED CLAIMS

F. Misclassified Claims

32. The Debtor objects to the Misclassified Claims listed on Exhibit 6 to the Proposed Order on the basis that these claims either (a) overstate the priority amount of the claims under Section 507(a)(4) of the Bankruptcy Code, (b) are not entitled to priority under Section 507(a) of the Bankruptcy Code or (c) incorrectly allege priority status under Section 503(b)(9) of the Bankruptcy Code and therefore should be reclassified to general unsecured claims accordingly to the amounts specified in Exhibit 6 under the heading “Reclassified”. The claims listed on Exhibit 6 are for three types of employee obligations:

deferred compensation (such claims, the “Deferred Compensation Claims”), bonuses and claims for severance pursuant to severance agreements.

33. Section 507(a)(4) of the Bankruptcy Code does not apply to claims for bonuses or deferred compensation. As such, to the extent any of the Misclassified Claims allege claims for bonuses or deferred compensation payments, they are not entitled to priority status pursuant to Section 507(a)(4) of the Bankruptcy Code and should be reclassified to general unsecured claims unless otherwise entitled to priority status under another basis. *See* 11 U.S.C. § 507(a)(4) (providing that priority extends to “(A) wages, salaries, or commissions, including vacation, severance, and sick leave pay earned by an individual; or (B) sales commissions”); *Albert v. New York, N.H. & H.R. Co.*, 348, F.2d 304, 307 (2d. Cir. 1965) (holding, under Bankruptcy Act provision that preceded § 507(a)(4), that priority status on claims for wages does not extend to deferred compensation).

34. Several of the Misclassified Claims list priority amounts under Section 507(a)(4) of the Bankruptcy Code in excess of the statutory cap of \$15,150 per claimant for “wages, salaries, or commissions, including vacation, severance, and sick leave pay” earned within 180 days before the earlier of the petition date or the cessation of the debtor’s business. *See* 11 U.S.C. § 507(a)(4) (noting that the applicable cap under § 507(a)(4) is “\$15,150” effective April 1, 2022). To the extent that any such Misclassified Claims allege claims for severance payments pursuant to severance agreements and are entitled to priority status under Section 507(a)(4) of the Bankruptcy Code, any portion above the statutory cap should be reclassified to general unsecured claims.

35. Several Misclassified Claims incorrectly allege priority status under Section 503(b)(9) of the Bankruptcy Code and should be reclassified to a general unsecured

claim in the manner provided in **Exhibit 6**, unless otherwise entitled to priority status under other basis. Section 503(b)(9) of the Bankruptcy Code provides for administrative priority to claims for certain goods received by a debtor and does not apply to services received by a debtor. *See* COLLIER ON BANKRUPTCY ¶ 507.06 (16th ed. 2024) (“Section 503(b)(9) only applies to vendors of goods, not to vendors of services.”). Since all the claimants listed in **Exhibit 6** who are alleging priority status pursuant to Section 509(b)(9) are seeking payment of their Deferred Compensation Claims and are not asserting claims on the basis of selling goods to the Debtor, Section 503(b)(9) is not applicable.

36. Section 507(a)(5) of the Bankruptcy Code provides priority status to “allowed unsecured claims for contributions to an employee benefit plan (A) from services rendered within 180 days before the date of the filing of the petition or the date of the cessation of the debtor’s business, whichever occurs first; but only (B) for each such plan, to the extent of (i) the number of employees covered by each such plan multiplied by [\$15,150]; less (ii) the aggregate amount paid to such employees under [Section 507(a)(4) of the Bankruptcy Code], plus the aggregate amount paid by the estate on behalf of such employees to any other employee benefit plan.” *See* 11 U.S.C. § 507(a)(5) (noting that the applicable cap under § 507(a)(5) is “\$15,150” effective April 1, 2022). While the Bankruptcy Code does not define an employee benefit plan, legislative history and caselaw demonstrate that Section 507(a)(5) was intended to cover pension plans, health insurance plans and life insurance plans, which do not include the Deferred Compensation Plan. *See* 4 COLLIER ON BANKRUPTCY ¶ 507.07 (“The legislative history refers to pension plans, health insurance plans and life insurance plans as the type of employee benefit plan intended to be included within the scope of the priority.”). Therefore, Deferred

Compensation Claims are not entitled to priority pursuant to Sections 507(a) of the Bankruptcy Code and should be reclassified to general unsecured claims.

37. Deferred Compensation Claims are treated as general unsecured claims under the terms of the SVBFG Deferred Compensation Plan (the “Deferred Compensation Plan”) under which such claims arise. The Deferred Compensation Plan, attached hereto as **Exhibit C**, contains specific language in a section entitled “Unsecured General Creditor of the Employer” that “Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Employer.” *See* Exhibit C, Section 11.2. Under New York law, when a contract is unambiguous, it “must be enforced according to the plain meaning of its terms.” *See Greenfield v. Philles Records, Inc.*, 98 N.Y.2d 562, 569 (2002). Here, the plain meaning of Section 11.2 of the Deferred Compensation Plan is that the property or assets in question—the value of their deferred compensation—is unsecured, and the Deferred Compensation Claims should be reclassified accordingly. *See e.g., Liquidating Trustee’s Thirteenth Omnibus Objection to Certain Proofs of Claim (Deferred Compensation Claims, Pension Claims, and Duplicate Bond Claims), In re Deans Foods Company*, No. 19-36314 (CML) (S.D.T.X. 2023), D.I 1258 (modifying deferred compensation claims from 507 priority status to general unsecured status where, in deferred compensation agreements, specific provision noted that plan participants would be treated as general unsecured creditors); *see also Order Sustaining Liquidating Trustee’s Thirteenth Omnibus Objection to Certain Proofs of Claim (Deferred Compensation Claims, Pension Claims, and Duplicate Bond Claims), In re Deans Foods Company*, No. 19-36314 (CML) (S.D.T.X. 2023), D.I 1284. Therefore, the Deferred Compensation Claims are not entitled to priority pursuant to Sections 507(a) of the Bankruptcy Code and should be reclassified to general unsecured claims.

EXHIBIT 7: INSUFFICIENT DOCUMENTATION CLAIMS

G. Insufficient Documentation Claims

38. The Debtor objects to the Insufficient Documentation Claims listed on **Exhibit 7** to the Proposed Order because they lack the requisite supporting documentation for the Debtor to be able to verify the existence of any claim against the Debtor. Many of the Insufficient Documentation Claims attach no supporting documentation at all. For the Claims that attach some documentation, the documentation is insufficient to verify the existence or amount of the underlying claims as they relate to the Debtor. As such, the Insufficient Documentation Claims are not *prima facie* valid.

39. Pursuant to Bankruptcy Rule 3001(c), a claimant that files a proof of claim based on a writing must file a copy of the writing with the proof of claim or otherwise explain that the writing has been lost or destroyed. To receive the benefit of *prima facie* validity, “the proof of claim must set forth the facts necessary to support the claim.” *In re Marino*, 90 B.R. 25, 28 (Bankr. D. Conn. 1988) (holding that claimant’s proof of claim was not entitled to presumption of *prima facie* validity because it did not set forth necessary facts).

40. Accordingly, the Debtor requests that the Insufficient Documentation Claims be disallowed and expunged in their entirety from the claims register.

EXHIBIT 8: SATISFIED CLAIMS

H. Satisfied Claims

41. The Debtor objects to the Satisfied Claims listed on **Exhibit 8** to the Proposed Order as having been paid postpetition. Failure to disallow the Satisfied Claims could result in each claimant receiving an unwarranted and duplicative recovery against the Debtor’s estate, to the detriment of similarly situated creditors.

42. Bankruptcy Rule 3007(d) and the Omnibus Claims Objections Procedures Order permit the Debtor to file an omnibus objection to a claim because such claim has been satisfied. Fed. R. Bankr. P. 3007(d)(5). The claims listed on **Exhibit 8** as Satisfied Claims are claims related to contracts assigned to and assumed by another entity or trade claims paid by another entity as evidenced by the payment confirmations made available to the Debtor. The individual reason for the rejection of each of the Satisfied Claims is set forth on **Exhibit 8**.

43. Satisfied Claims represent claims on behalf of which the claimant has already received payment, and for which the Debtor is no longer liable. Therefore, the Satisfied Claims should be disallowed and expunged from the Debtor's claims register. The relief requested in this Objection is necessary to prevent a claimant from obtaining double recovery on account of a single obligation.

Notice

44. Notice of this Objection has been provided in accordance with the Omnibus Claims Objections Procedures Order as well as the Court's case management order [D.I. 131] (the "**Case Management Order**") upon: (a) counsel to the U.S. Trustee; (b) counsel to the Committee; (c) parties that have filed a request for service of papers under Bankruptcy Rule 2002; (d) claimants whose Claims are subject to this Objection; and (e) to the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be provided.

Reservation of Rights

45. This Objection is limited to the grounds stated herein. Accordingly, it is without prejudice to the rights of the Debtor to object to any claim on any grounds whatsoever. The Debtor expressly reserves all further substantive or procedural objections. Nothing contained herein is intended or should be construed as: (a) an admission as to the validity of any

claim against the Debtor; (b) a waiver of the Debtor's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection; (e) an approval or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; or (f) a waiver of the Debtor's rights under the Bankruptcy Code or any other applicable law. Likewise, any payment made pursuant to an order by this Court is not intended and should not be construed as an admission as to the validity of any claim or waiver of the Debtor's rights to dispute such claim subsequently.

Separate Contested Matter

46. To the extent that a response is filed regarding any Claim listed in this Objection and the Debtor is unable to resolve any such response, each such Claim, and the objection as it pertains to such Claim, will constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. Accordingly, the Debtor requests that any order entered by the Court regarding an objection or other reply asserted in response to this Objection be deemed a separate order with respect to each proof of claim.

47. To the extent the proponent of any Claim proposed to be rejected pursuant to this Objection disagrees with the bases set forth in this Objection, such proponent is encouraged to contact counsel to the Debtor to discuss the Objection prior to filing a formal disagreement on the docket of this Chapter 11 Case.

Conclusion

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court (a) enter the Proposed Order and (b) grant such other and further relief as is just and proper.

NOTICE OF OPPORTUNITY FOR HEARING

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THIS DOCUMENT CAREFULLY AND CONSULT YOUR ATTORNEY ABOUT YOUR RIGHTS AND THE EFFECT OF THIS DOCUMENT. QUESTIONS REGARDING THIS OBJECTION SHOULD BE DIRECTED TO THE UNDERSIGNED COUNSEL TO THE DEBTOR. IF YOU DO NOT WANT THE COURT TO GRANT THIS REQUESTED RELIEF, OR YOU WISH TO HAVE YOUR VIEWS CONSIDERED, YOU MUST FILE A WRITTEN RESPONSE OR OBJECTION TO THE REQUESTED RELIEF WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, NO LATER THAN 4:00 P.M. PREVAILING EASTERN TIME ON THE DATE THAT IS SEVEN (7) DAYS BEFORE THE APPLICABLE HEARING DATE. YOU SHOULD ALSO SERVE A FILE-STAMPED COPY OF YOUR RESPONSE OR OBJECTION TO THE UNDERSIGNED MOVANT/ MOVANT'S ATTORNEY AND FILE A CERTIFICATE OF SERVICE WITH THE COURT. THIS DOCUMENT WILL BE HEARD AT THE NEXT SCHEDULED OMNIBUS HEARING THAT IS AT LEAST THIRTY (30) DAYS FROM THE DATE OF THE FILING OF THIS DOCUMENT. IF NO RESPONSE OR OBJECTION IS TIMELY FILED, THE COURT MAY GRANT THE REQUESTED RELIEF WITHOUT A HEARING OR FURTHER NOTICE.

Dated: August 6, 2024
New York, New York

/s/ James L. Bromley
James L. Bromley
Andrew G. Dietderich
Christian P. Jensen
SULLIVAN & CROMWELL LLP
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New York, NY 10004
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Counsel to the Debtor

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
In re	:	Chapter 11
	:	
SVB FINANCIAL GROUP, ¹	:	Case No. 23-10367 (MG)
	:	
Debtor.	:	
_____	x	

ORDER SUSTAINING DEBTOR’S SEVENTH OMNIBUS OBJECTION TO CLAIMS

Upon the seventh omnibus claims objection (the “Objection”)² of SVB Financial Group, as debtor and debtor-in-possession (the “Debtor”), for entry of an order (this “Order”), pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 3007, disallowing and expunging from the claims register the Claims identified on **Exhibit 1**, **Exhibit 3**, **Exhibit 4**, **Exhibit 5**, **Exhibit 7** and **Exhibit 8** attached hereto; and modifying the Claims identified on **Exhibit 2** attached hereto; and reclassifying the Claims identified on **Exhibit 6** attached hereto; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and that the response deadline to the Objection expired on August 29, 2024; and responses (if any) to the Objection having been withdrawn, resolved or overruled; and this Court finding that proper and adequate notice of the Objection and the relief requested therein has been provided; and this Court having found and determined that the relief sought in the Objection is in the best interests of the Debtor, its estate, its creditors and all other parties-in-interest; and that the legal and factual bases set

¹ The last four digits of SVB Financial Group’s tax identification number are 2278.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Objection is SUSTAINED as set forth herein.
2. Each Claim identified (a) on **Exhibit 4**, **Exhibit 5**, **Exhibit 7** and **Exhibit 8** or (b) under the heading “Claims to be Disallowed” on **Exhibit 1** and **Exhibit 3** attached hereto, is disallowed and expunged from the claims register in its entirety. For the avoidance of doubt, each Claim identified under the heading “Surviving Claims” on **Exhibit 1** and **Exhibit 3** is unaffected by this Order and will remain on the Debtor’s claims register, subject to the Debtor’s right to object to such Claim at a later date on any grounds that bankruptcy or non-bankruptcy law permits or until such Claim is withdrawn by the claimant or disallowed by the Court. Each Claim identified on **Exhibit 2** attached hereto has its claim amount modified to the amount under the heading “Modified.” For the avoidance of doubt, each Claim as modified to the amount identified on **Exhibit 2** will remain on the Debtor’s claims register, subject to the Debtor’s right to object to such modified Claim at a later date on any grounds that bankruptcy or non-bankruptcy law permits or until such modified Claim is withdrawn by the claimant or disallowed by the Court. Each Claim identified on **Exhibit 6** attached hereto has the portions of the Claim reclassified to the amount and classification under the heading “Reclassified.” For the avoidance of doubt, each Claim as reclassified to the classification identified on **Exhibit 6** will remain on the Debtor’s claims register, subject to the Debtor’s right to object to such reclassified Claim at a later date on any grounds that bankruptcy or non-bankruptcy law permits or until such modified Claim is withdrawn by the claimant or disallowed by the Court.

3. The clerk of the Court and the claims and noticing agent appointed in the above captioned bankruptcy case are directed to reflect (a) the disallowance of the Claims listed on Exhibit 4, Exhibit 5, Exhibit 7 and Exhibit 8, (b) under the heading “Claims to be Disallowed” on Exhibit 1 and Exhibit 3, (c) the modification of the Claims listed on Exhibit 2 and (d) the reclassification of the Claims listed on Exhibit 6 in their respective records.

4. To the extent a response is filed regarding any Claim, each such Claim, and the Objection as it pertains to such Claim, will constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order will be deemed a separate order with respect to each Claim.

5. The Debtor has provided a notice to the claimants listed on Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, Exhibit 6, Exhibit 7 and Exhibit 8 that complies with the notice and service procedures set forth in the Omnibus Claims Objections Procedures Order [D.I. 713] and the Bankruptcy Rules.

6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor’s rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection; (e) an approval or assumption of any agreement, contract or lease under section 365 of the Bankruptcy Code; or (f) a waiver of the Debtor’s rights under the Bankruptcy Code or any other applicable law.

7. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

8. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

9. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

10. The requirements set forth in Bankruptcy Rules 6006 and 9014 are satisfied.

11. This Court shall retain exclusive jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Objection or the implementation of this Order.

Dated: _____
New York, New York

The Honorable Martin Glenn
Chief United States Bankruptcy Judge

EXHIBIT 1

Amended Claims

Exhibit 1

CLAIMS TO BE DISALLOWEDSURVIVING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	DEPARTMENT OF TREASURY - INTERNAL REVENUE SERVICE P.O. BOX 7346 PHILADELPHIA, PA 19101-7346	10/16/23	23-10367 SVB Financial Group	1367	\$1,002,042,914.00*	DEPARTMENT OF TREASURY - INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA, PA 19101-7346	06/04/24	23-10367 SVB Financial Group	1419	\$649,049,209.70*
2	DEPARTMENT OF TREASURY - INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA, PA 19101-7346	06/04/24	23-10367 SVB Financial Group	1419	\$649,049,209.70*	DEPARTMENT OF TREASURY - INTERNAL REVENUE SERVICE P.O. BOX 7346 PHILADELPHIA, PA 19101-7346	07/01/24	23-10367 SVB Financial Group	1454	\$43,917,572.70*
3	FCP-345 SAN ANTONIO OWNER, LLC C/O MARY H. ROSE, BUCHALTER PC 1000 WILSHIRE BLVD., SUITE 1500 LOS ANGELES, CA 90017	11/09/23	23-10367 SVB Financial Group	1383	\$612,953.79	FCP-345 SAN ANTONIO OWNER, LLC C/O BUCHALTER PC ATTN: MARY H. ROSE 1000 WILSHIRE BLVD., SUITE 1500 LOS ANGELES, CA 90017	06/10/24	23-10367 SVB Financial Group	1420	\$431,596.15
4	JOINT OFFICIAL LIQUIDATORS OF SVB CAYMAN NIALLEDWIDGE 120 W 45 ST NEW YORK, NY 10036	08/11/23	23-10367 SVB Financial Group	1247	Undetermined*	JOINT OFFICIAL LIQUIDATORS OF SVB (CAYMAN ISLANDS BRANCH) (IN OFFICIAL LIQUIDATION) NIALLEDWIDGE 120 WEST 45TH ST NEW YORK, NY 10036	06/28/24	23-10367 SVB Financial Group	1450	\$476,612,862.00*

Amended Claims

Exhibit 1

CLAIMS TO BE DISALLOWEDSURVIVING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
5	OREGON DEPARTMENT OF REVENUE 955 CENTER ST NE SALEM, OR 97301-2555	08/25/23	23-10367 SVB Financial Group	1324	Undetermined*	OREGON DEPARTMENT OF REVENUE 955 CENTER ST NE SALEM, OR 97301-2555	06/28/24	23-10367 SVB Financial Group	1451	Undetermined*

EXHIBIT 2

Modified Amount Claims

Exhibit 2

ASSERTEDMODIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
1	360 TREASURY SYSTEMS AG ATTN: VIKTOR ZAGREDA GRUENEBURG WEG 16-18 WESTEND CARREE FRANKFURT AM MAIN, D-60322	1008	SVB Financial Group	Unsecured	\$62,792.90	SVB Financial Group	Unsecured	\$60,525.37
Reason: Claim has been partially satisfied by payment of invoice #I-B12701710 via: check #C0186204C dated 12/20/2017 totaling \$2,267.53.								
2	CHAVEZ, STEPHEN 1702 HASKELL ST AUSTIN, TX 78702	311	SVB Financial Group	Unsecured	\$16,431.66	SVB Financial Group	Unsecured	\$175.86
Reason: The creditor asserts employee stock plan awards and paid time off. The Debtor is not liable for employee stock plan awards or balances. The claim has been reduced accordingly and the remaining balance of \$175.86 reflects the Creditor's assertions for unpaid time off.								
3	CRAVATH SWAINE & MOORE LLP 825 EIGHTH AVENUE NEW YORK, NY 10019	98	SVB Financial Group	Unsecured	\$12,084.30	SVB Financial Group	Unsecured	\$3,903.75
Reason: Claim has been partially satisfied via: ACH #C0354897C dated 09/26/23 totaling \$8,180.55.								
4	DEBEVOISE & PLIMPTON LLP JASMINE BALL 66 HUDSON BOULEVARD NEW YORK, NY 10001	1030	SVB Financial Group	Unsecured	\$493,494.04	SVB Financial Group	Unsecured	\$232,404.68
Reason: The following bills asserted by the claimant have been satisfied post-petition by a non-Debtor obligor totaling \$261,089.34 according to the proof of claim supporting documentation: 2441215, 2441216, 2441221, 2441222, 2441234, 2441214, 2441230, 2441231.								

Modified Amount Claims

Exhibit 2

ASSERTEDMODIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
5	LOCKTON DUNNING SERIES OF LOCKTON DEPT 3042PO BOX 123042 DALLAS, TX 75312-3042	SCHF_00006497	SVB Financial Group	Unsecured	\$3,652.51	SVB Financial Group	Unsecured	\$1,152.51
Reason: Claim has been partially satisfied via: ACH #C0345474C dated 05/24/23 totaling \$2,500.00.								
6	SNOW, DEBBIE 22 NORFOLK AVE PEABODY, MA 01960	101	SVB Financial Group SVB Financial Group	503(b)(9) Priority	\$579.80 \$579.80	SVB Financial Group	Priority	\$579.80
				Subtotal	\$1,159.60			
Reason: The asserted claim amount is overstated due to a docketing error. The claim has been modified to align with the total amount asserted by the Claimant.								

EXHIBIT 3

Substantive Duplicate

Exhibit 3

CLAIMS TO BE DISALLOWEDSURVIVING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	ACE AMERICAN INSURANCE COMPANY DUANE MORRIS LLP C/O WENDY M. SIMKULAK 30 S. 17TH STREET PHILADELPHIA, PA 19103	08/10/23	23-10367 SVB Financial Group	954	Undetermined*	FEDERAL INSURANCE COMPANY DUANE MORRIS LLP C/O WENDY M. SIMKULAK 30 S. 17TH STREET PHILADELPHIA, PA 19103	08/10/23	23-10367 SVB Financial Group	978	Undetermined*
Reason: The claim to be disallowed asserts the same underlying insurance obligations and liabilities of the surviving claim. The Debtor's books and records reflects Federal Insurance Company as the party to post-petition insurance policies.										
2	FUHRMAN, JANNA 9904 WINGOOD DR. VENICE, FL 34292	07/12/23	23-10367 SVB Financial Group	196	\$6,000.00	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE 1.800% NOTES DUE 2031 SEWARD & KISSEL LLP ATTN: JOHN R. ASHMEAD, ESQ. CATHERINE V. LOTEMPPIO, ESQ. ONE BATTERY PARK PLAZA NEW YORK, NY 10004	08/10/23	23-10367 SVB Financial Group	1043	\$501,125,000.00*
Reason: The claim to be disallowed is substantively duplicative of the Trustee claim filed on behalf of bondholders.										

Substantive Duplicate

Exhibit 3

CLAIMS TO BE DISALLOWEDSURVIVING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
3	GREAT NORTHERN INSURANCE COMPANY DUANE MORRIS LLP C/O WENDY M. SIMKULAK 30 S. 17TH STREET PHILADELPHIA, PA 19103	08/10/23	23-10367 SVB Financial Group	984	Undetermined*	FEDERAL INSURANCE COMPANY DUANE MORRIS LLP C/O WENDY M. SIMKULAK 30 S. 17TH STREET PHILADELPHIA, PA 19103	08/10/23	23-10367 SVB Financial Group	978	Undetermined*
Reason: The claim to be disallowed asserts the same underlying insurance obligations and liabilities of the surviving claim. The Debtor's books and records reflects Federal Insurance Company as the party to post-petition insurance policies.										
4	SHIHADY, ANDREA 23806 S.126TH ST CHANDLER, AZ 85249	07/17/23	23-10367 SVB Financial Group	232	\$5,812.00	SHIHADY, ANDREA 23806 S. 126TH ST CHANDLER, AZ 85249	05/01/23	23-10367 SVB Financial Group	23	\$5,812.00
Reason: The claim to be disallowed asserts the same underlying liabilities of the surviving claim.										
5	VIGILANT INSURANCE COMPANY DUANE MORRIS LLP C/O WENDY M. SIMKULAK 30 S. 17TH STREET PHILADELPHIA, PA 19103	08/10/23	23-10367 SVB Financial Group	985	Undetermined*	FEDERAL INSURANCE COMPANY DUANE MORRIS LLP C/O WENDY M. SIMKULAK 30 S. 17TH STREET PHILADELPHIA, PA 19103	08/10/23	23-10367 SVB Financial Group	978	Undetermined*
Reason: The claim to be disallowed asserts the same underlying insurance obligations and liabilities of the surviving claim. The Debtor's books and records reflects Federal Insurance Company as the party to post-petition insurance policies.										

EXHIBIT 4

SVB Financial Group Case No. 23-10367

Late
Exhibit 4

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	BACHAND, MICHAEL N3975 PINE MOUNTAIN ROAD IRON MOUNTAIN, MI 49801	06/10/2024	23-10367	SVB Financial Group	1421	\$103,000.00
2	BADER, LINDA 203 NEWCASTLE COURT REDWOOD CITY, CA 94061	08/14/2023	23-10367	SVB Financial Group	1297	\$41,057.01
3	BARVALIA, KARMLESH 4 EATON CT PRINCETON JUNCTION, NJ 08550	09/13/2023	23-10367	SVB Financial Group	1356	\$129,231.00
4	BLACKBURN, CARL 337 PATRIOT LANE FREEDOM, PA 15042	06/28/2024	23-10367	SVB Financial Group	1449	\$10,000.00
5	BRICE, BOYCE S. 2011 COVERED BRIDGE RD KENTS STORE, VA 23084	06/25/2024	23-10367	SVB Financial Group	1434	\$11,462.13
6	CHAO, HAO-MING 6F., NO. 37, ALY. 7, LN. 100 SEC. 1, DUNHUA S. RD TAIPEI, 105 TAIWAN	07/06/2024	23-10367	SVB Financial Group	1460	\$7,082.28
7	CHEN, YIBO 10264 JUDY AVE CUPERTINO, CA 95014	06/25/2024	23-10367	SVB Financial Group	1442	\$1,999.63

SVB Financial Group Case No. 23-10367

Late
Exhibit 4

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
8	CITY OF PORTLAND, OREGON PORTLAND OFFICE OF THE CITY ATTORNEY 1221 SW FOURTH AVE., RM. 430 PORTLAND, OR 97204	07/08/2024	23-10367	SVB Financial Group	1463	\$600.00
9	DELVACCHIO, KAREN 5113 S LINKS DRIVE NAGS HEAD, NC 27959	06/25/2024	23-10367	SVB Financial Group	1443	\$33,000.00
10	FASULLO, RAYMOND J. 146 FAIRMOUNT AVE SOUTH PLAINFIELD, NJ 07080	07/01/2024	23-10367	SVB Financial Group	1453	\$4,901.08
11	GRAHAM, JUDY P. O. BOX 371065 MONTARA, CA 94037	06/25/2024	23-10367	SVB Financial Group	1441	\$4,990.00
12	GUSTAFSON, JOHN 501 HARMONY PL FULLERTON, CA 92831	06/25/2024	23-10367	SVB Financial Group	1432	\$1.20
13	HUSAIN, SHABBIR M 7 OSPREY DRIVE OLD BRIDGE, NJ 08857 UNITED STATES	10/12/2023	23-10367	SVB Financial Group	1364	\$794.16
14	KASER, WILLIAM 3171 EAST MORRISON RANCH PKWY GILBERT, AZ 85296	08/18/2023	23-10367	SVB Financial Group	1318	Undetermined*

SVB Financial Group Case No. 23-10367

Late
Exhibit 4

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
15	MARY HELEN TREXEL TOD CARL ALVIN TREXEL III 159 ALICE LANE ORINDA, CA 94563	06/21/2024	23-10367	SVB Financial Group	1430	\$59,577.12
16	NANCY J SAPON TRUST 10743 SUNNYBRAE AVENUE CHATSWORTH, CA 91311	06/27/2024	23-10367	SVB Financial Group	1445	\$25,000.00*
17	NOYES, JANET 6344 COLBATH AVE VAN NUYS, CA 91401	06/25/2024	23-10367	SVB Financial Group	1433	\$868.90
18	ORTIZ, CHRISTIAN 1001 QUEEN ST. APT 1500 HONOLULU, HI 96814	07/02/2024	23-10367	SVB Financial Group	1456	\$73,491.78
19	PANG, HON MAN FLAT 15C BLK 3, MAJESTIC PARK 11 FARM ROAD TO KWA WAN KOWLOON CITY, KOWLOON, HKSAR, 0000 HONG KONG	06/30/2024	23-10367	SVB Financial Group	1452	\$8,000.00
20	PAPAZIAN, MARY 5 PHOENIX PLACE ANDOVER, MA 01810	09/05/2023	23-10367	SVB Financial Group	1347	\$175.00

SVB Financial Group Case No. 23-10367

Late
Exhibit 4

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
21	PRABHAKAR, RITHESH B 200 REGENTS DR NUTLEY, NJ 07110	06/23/2024	23-10367	SVB Financial Group	1431	\$1,180.00
22	ROMEU, ALICIA H 121 BARBERRY ROAD NORTH WALES, PA 19454	06/26/2024	23-10367	SVB Financial Group	1444	\$2,670.00
23	SANTORO, BRENDA 242 HOUGHTON STREET MOUNTAIN VIEW, CA 94041	06/20/2024	23-10367	SVB Financial Group	1428	\$700,000.00
24	SCHNITZ, JEFFREY 2219 SEMERIA AVENUE BELMONT, CA 94002	08/12/2023	23-10367	SVB Financial Group	1261	\$102,626.00
25	SCHWARTZ, FAINA 100 LAKEVIEW AVE MANSFIELD, MA 02048	06/27/2024	23-10367	SVB Financial Group	1447	\$105,472.50
26	SINGER, STEVEN R. 44 YORK STREET LEXINGTON, MA 02420	06/18/2024	23-10367	SVB Financial Group	1427	\$39,999.00
27	SINGH, AMRINDER 12045 EAST TRAIL SYLMAR, CA 91342	07/08/2024	23-10367	SVB Financial Group	1461	\$7,954.44
28	SOOD, RAJESH 5 FULHAM WAY EAST WINDSOR, NJ 08520	06/25/2024	23-10367	SVB Financial Group	1436	\$8,115.68

*Indicates claim contains unliquidated and/or undetermined amounts

SVB Financial Group Case No. 23-10367

Late
Exhibit 4

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
29	SOOD, VANDANA 5 FULHAM WAY EAST WINDSOR, NJ 08520	06/25/2024	23-10367	SVB Financial Group	1440	\$863.14
30	SPRAGUE, STEPHEN L 10507 E ACACIA DR. SCOTTSDALE, AZ 85255	09/06/2023	23-10367	SVB Financial Group	1345	\$297,421.09
31	TALIAFERRO, RICHARD 4140 E MEADOW DR. PHOENIX, AZ 85032	06/25/2024	23-10367	SVB Financial Group	1438	\$2,641.00
32	WARNER, JOSEPH 13225 231ST ROAD BURDEN, KS 67019	06/20/2024	23-10367	SVB Financial Group	1429	\$5,000.00
33	WOYTUS, JOHN M 7721 BROOKLINE TERRACE RICHMOND HEIGHTS, MO 63117-1501	06/25/2024	23-10367	SVB Financial Group	1435	\$4,831.35
34	ZHANG, GUOLIANG 380 ESPLANADE AVE APT 301 PACIFICA, CA 94044-1818	06/25/2024	23-10367	SVB Financial Group	1437	\$3.60
					TOTAL	\$1,794,009.09*

*Indicates claim contains unliquidated and/or undetermined amounts

EXHIBIT 5

SVB Financial Group Case No. 23-10367

No Liability Claims

Exhibit 5

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	ACA GROUP LEGAL DEPARTMENT 950 ROSE AVENUE SUITE 950 NORTH BETHESDA, MD 20852	07/11/2023	23-10367	SVB Financial Group	160	\$55,250.00
Reason: Related contract has been assigned to First Citizens Bank per docket #858.						
2	ARCH INSURANCE COMPANY FRANCINE PETROSINO, LEGAL ASSISTANT 210 HUDSON STREET, SUITE 300 JERSEY CITY, NJ 07311	08/04/2023	23-10367	SVB Financial Group	691	Undetermined*
Reason: The filed claim is protective in nature. According to the Debtor's books and records there is no liability owed to the claimant.						
3	CDW COMPUTER CENTERS INC 75 REMITTANCE DRIVE SUITE 1150 CHICAGO, IL 60675-1150 UNITED STATES	05/22/2023	23-10367	SVB Financial Group	SCHF_00006518	\$1,211.82
Reason: Claim was filed on account of an executory contract. The Creditor's contract has been assumed and assigned by the Debtor pursuant to Order Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases at Docket No. 670.						
4	CORNERSTONE TITLE HOLDER LLC 299 SOUTH MAIN STREET SUITE 2450 SALT LAKE CITY, UT 84111	08/11/2023	23-10367	SVB Financial Group	1138	\$1,912,064.53*
Reason: Claim was filed on account of an unexpired lease. The Creditor's lease has been assumed and assigned by the Debtor pursuant to Order Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases at Docket No. 369.						

SVB Financial Group Case No. 23-10367

No Liability Claims

Exhibit 5

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
5	CRESA PARTNERS BOSTON, INC. FRANKGECKER LLP JOSEPH D. FRANK 1327 W WASHINGTON BLVD, SUITE 5G/H CHICAGO, IL 60607	07/12/2023	23-10367	SVB Financial Group	200	\$63,931.12
Reason: Claim was filed on account of an executory contract. The Creditor's contract has been assumed and assigned by the Debtor pursuant to Order Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases at Docket No. 466.						
6	GEORGE LAWRENCE INVESTMENTS LLC 1640 NW IRVING ST PORTLAND, OR 97209	08/07/2023	23-10367	SVB Financial Group	753	\$402,863.45
Reason: Claim was filed on account of an unexpired lease. The Creditor's lease has been assumed and assigned by the Debtor pursuant to Order Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases at Docket No. 369.						
7	LAVACA PLAZA LLC BARTON OAKS PLAZA IV 901 S. MOPAC EXPRESSWAY SUITE 285 AUSTIN, TX 78746	08/04/2023	23-10367	SVB Financial Group	687	\$0.00
Reason: Claim was filed on account of an unexpired lease. The Creditor's lease has been assumed and assigned by the Debtor pursuant to Order Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases at Docket No. 369.						
8	LTIMINDTREE LIMITED KELLEY DRYE & WARREN LLP ATTN: JAMES S. CARR, ESQ & KRISTIN S. ELLIOTT, ESQ 3 WORLD TRADE CENTER 175 GREENWICH STREET NEW YORK, NY 10007	08/11/2023	23-10367	SVB Financial Group	1116	\$864,788.41
Reason: Related contract has been assigned to First Citizens Bank per docket #859.						

SVB Financial Group Case No. 23-10367

No Liability Claims

Exhibit 5

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
9	MARX, ELIZABETH A. ATTN: DANIEL VECCHIO OGDEN MURPHY WALLACE 701 FIFTH AVENUE, SUITE 5600 SEATTLE, WA 98104-7045	03/29/2024	23-10367	SVB Financial Group	1413	\$286,993.00
Reason: The asserted liability related to the Life Insurance Endorsement Split Dollar Plan is a Bank liability, and not an obligation of the Debtor.						
10	NATIONAL UNION FIRE INSURANCE CO OF PITTSBURGH, PA AIG PROPERTY CASUALTY, INC. ATTN: KEVIN J. LARNER 28 LIBERTY STREET, FLOOR 22 NEW YORK, NY 10055	06/05/2023	23-10367	SVB Financial Group	81	Undetermined*
Reason: The filed claim is protective in nature. According to the Debtor's books and records there is no liability owed to the claimant.						
11	NM TAXATION & REVENUE DEPARTMENT PO BOX 8575 ALBUQUERQUE, NM 87198-8575	01/29/2024	23-10367	SVB Financial Group	1401	\$0.00
Reason: Amended claim was filed for \$0 liquidated and supporting documents reflect no liability owed to the taxing authority. As such the claim should be disallowed.						
12	NTC SHOPS LLC 1330 ST. MARYS STREET STE. 350 RALEIGH, NC 27605	05/24/2023	23-10367	SVB Financial Group	58	\$2,062,709.17
Reason: Claim was filed on account of an unexpired lease. The Creditor's lease has been assumed and assigned by the Debtor pursuant to Order Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases at Docket No. 369.						

SVB Financial Group Case No. 23-10367

No Liability Claims

Exhibit 5

NAME		DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
13	STATE OF NEW JERSEY - DIVISION OF TAXATION BANKRUPTCY UNIT PO BOX 245 TRENTON, NJ 08695	12/21/2023	23-10367	SVB Financial Group	1397	\$0.00
Reason: Amended claim was filed for \$0 liquidated and supporting documents reflect no liability owed to the taxing authority. As such the claim should be disallowed.						
14	STUDIOS ARCHITECTURE C/O ROBIN MCNAMARA 1625 M STREET NW WASHINGTON, DC 20036	08/10/2023	23-10367	SVB Financial Group	950	\$660.00
Reason: Related contract has been assigned to First Citizens Bank per docket #706.						
					TOTAL	\$5,650,471.50*

EXHIBIT 6

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
1	ALGAN, BERK 1192 TEA ROSE CIR SAN JOSE, CA 95131-3558	65	SVB Financial Group	Priority	\$1,367,488.73	SVB Financial Group	Unsecured	\$1,367,488.73
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
2	ANTONOV, IVO 778 ENCINA GRANDE DRIVE PALO ALTO, CA 94306	566	SVB Financial Group	Priority	\$209,473.56	SVB Financial Group	Unsecured	\$209,473.56
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
3	BALASUBRAMANIAN, VIDYA 860 CRESTVIEW DRIVE SAN CARLOS, CA 94070	32	SVB Financial Group	Priority	\$130,822.91	SVB Financial Group	Unsecured	\$130,822.91
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
4	BEKERMAN, JOANA 11935 EAST LAKE COURT GREENWOOD VILLAGE, CO 80111	608	SVB Financial Group	Priority	\$2,764.05	SVB Financial Group	Unsecured	\$2,764.05
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
5	BISSIN, JAMES 3248 AVENIDA ANACAPA CARLSBAD, CA 92009	750	SVB Financial Group	Priority	\$166,841.33	SVB Financial Group	Unsecured	\$166,841.33
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
6	BOWER, TRACY 12023 BELMONT WALK WAY CHARLOTTE, NC 28277	751	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$536,315.62	SVB Financial Group	Unsecured	\$551,465.62
				Subtotal	\$551,465.62			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
7	BRINKLEY, ROBIN 1615 MILL QUARTER ROAD POWHATAN, VA 23139	609	SVB Financial Group	Priority	\$2,153.28	SVB Financial Group	Unsecured	\$2,153.28
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
8	BROTHERS, THOMAS 25 FERNWOOD DR SAN FRANCISCO, CA 94127	1039	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$155,966.41	SVB Financial Group	Unsecured	\$171,116.41
				Subtotal	\$171,116.41			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
9	CANAZARO, CHRISTOPHER JOHN 640 9TH ST LAKE OSWEGO, OR 97034	562	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$220,837.82	SVB Financial Group	Unsecured	\$235,987.82
				Subtotal	\$235,987.82			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
10	CHANDLER, DONALD J 5615 MERIDIAN CT LAKE OSWEGO, OR 97035	649	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$930,390.43	SVB Financial Group	Unsecured	\$945,540.43
				Subtotal	\$945,540.43			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
11	CHEE, EILEEN CATHERINE 5015 HELIX TER LA MESA, CA 91941	1095	SVB Financial Group	Priority	\$169,498.75	SVB Financial Group	Unsecured	\$169,498.75
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
12	CHEE, EILEEN CATHERINE 5015 HELIX TER LA MESA, CA 91941	1196	SVB Financial Group	Priority	\$80,000.00	SVB Financial Group	Unsecured	\$80,000.00
	Reason: Asserted liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
13	COLACO, JOSEPH 1080 UPPER HAPPY VALLEY ROAD LAFAYETTE, CA 94549	509	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$131,289.85	SVB Financial Group	Unsecured	\$146,439.85
				Subtotal	\$146,439.85			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
14	COLE, LAUREN PO BOX 480 SHERBORN, MA 01770	1049	SVB Financial Group	Priority	\$170,117.19	SVB Financial Group	Unsecured	\$170,117.19
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
15	COPPINI, ADRIAN 51 ROSEMONT PLACE SAN FRANCISCO, CA 94103	487	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,500.00 \$978,767.76	SVB Financial Group	Unsecured	\$994,267.76
				Subtotal	\$994,267.76			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
16	DACRUZ, IGOR 2066 EMERALD ST SAN DIEGO, CA 92109	896	SVB Financial Group	Priority	\$86,375.90	SVB Financial Group	Unsecured	\$86,375.90
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
17	DANIELIAN, ROUZANNA 131 MOONSONG CT MOORPARK, CA 93021	1360	SVB Financial Group	Priority	\$2,153.12	SVB Financial Group	Unsecured	\$2,153.12
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
18	DEVERY, MICHAEL 1520 KALMIA AVE BOULDER, CO 80304	761	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$418,277.88	SVB Financial Group	Unsecured	\$433,427.88
				Subtotal	\$433,427.88			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
19	DIPPOLD, MELODY 1534 PLAZA LN PMB 223 BURLINGAME, CA 94010	595	SVB Financial Group SVB Financial Group	Priority Unsecured	\$20,030.80 \$53,040.39	SVB Financial Group	Unsecured	\$73,071.19
				Subtotal	\$73,071.19			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
20	D'SOUZA, GILROY 7 DANIEL COURT RANDOLPH, NJ 07869	298	SVB Financial Group	Priority	\$7,047.71	SVB Financial Group	Unsecured	\$7,047.71
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
21	ENOS, JOY 2 HEDGEBURY LANE NANTUCKET, MA 02554	128	SVB Financial Group	Priority	\$114,056.00	SVB Financial Group	Unsecured	\$114,056.00
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
22	FALCONER, QUENTIN K 5555 BALBOA DR OAKLAND, CA 94611	882	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$614,614.13	SVB Financial Group	Unsecured	\$629,764.13
				Subtotal	\$629,764.13			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
23	FRANK, KALE 143 CONNECTICUT ST APT A SAN FRANCISCO, CA 94107	768	SVB Financial Group	Priority	\$79,997.00	SVB Financial Group	Unsecured	\$79,997.00
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
24	GALEOTAFIORE, GIOVANNI 130 GERRITSEN AVENUE BAYPORT, NY 11705	1033	SVB Financial Group	Priority	\$3,322.36	SVB Financial Group	Unsecured	\$3,322.36
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
25	GARRISON, ELIZABETH K. 21 N. CREST AVE. HAMILTON, NJ 08690	59	SVB Financial Group	Priority	\$33,570.30	SVB Financial Group	Unsecured	\$33,570.30
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
26	GARSCHI, MITRA 3500 N SABINO CANYON RD #83 TUCSON, AZ 85750	30	SVB Financial Group	Priority	\$37,015.00	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$21,865.00
						Subtotal		\$37,015.00
Reason: Claimant is entitled to priority status for up to \$15,150 pursuant to Section 507(a)(4) of the Bankruptcy Code. The Debtor seeks to reclassify the remainder of the claimant's priority assertions to be treated as a general unsecured claim.								

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Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
27	GEORGE, MARK ALLAN 3019 E WILDHORSE DR GILBERT, AZ 85297	80	SVB Financial Group	Priority	\$60,000.00	SVB Financial Group	Unsecured	\$60,000.00
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
28	GEORGE, NIRMALA 1134 LITTLEOAK CIRCLE SAN JOSE, CA 95129	474	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$454,439.07	SVB Financial Group	Unsecured	\$469,589.07
				Subtotal	\$469,589.07			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
29	GERSHENBERG, AARON 30 EAGLE LANDING COURT PARK CITY, UT 84060	887	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$2,869,086.86	SVB Financial Group	Unsecured	\$2,884,236.86
				Subtotal	\$2,884,236.86			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
30	GOLDFARB, MELISSA LYN 43 GORHAM AVENUE WESTPORT, CT 06880	645	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$366,501.29	SVB Financial Group	Unsecured	\$381,651.29
				Subtotal	\$381,651.29			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
31	GOODWINE, ANNETTE LIM 231 LOS ROBLES DR BURLINGAME, CA 94010-5927	489	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$58,621.09	SVB Financial Group	Unsecured	\$73,771.09
				Subtotal	\$73,771.09			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
32	GOSALIA, SANJAY S 412 EAST 90TH STREET KANSAS CITY, MO 64131	1224	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$470,016.41	SVB Financial Group	Unsecured	\$485,166.41
				Subtotal	\$485,166.41			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
33	GRAHAM, COLLEEN 44 ELDERFIELDS ROAD MANHASSET, NY 11030	82	SVB Financial Group	Priority	\$1,200,637.00	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$1,185,487.00
							Subtotal	\$1,200,637.00
Reason: Claimant is entitled to priority status for up to \$15,150 pursuant to Section 507(a)(4) of the Bankruptcy Code. The Debtor seeks to reclassify the remainder of the claimant's priority assertions to be treated as a general unsecured claim.								
34	HAMILTON, DOUGLAS LUKE 15774 HIDDEN HILL PLACE LOS GATOS, CA 95030	663	SVB Financial Group	Priority	\$574,492.10	SVB Financial Group	Unsecured	\$574,492.10
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
35	HANLEY, KEITH 2535 SADDLEHORN COURT SANTA ROSA, CA 95401	825	SVB Financial Group SVB Financial Group	Priority Unsecured	\$144,534.64 \$495,070.10	SVB Financial Group	Unsecured	\$639,604.74
				Subtotal	\$639,604.74			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
36	HARRIS, MARK S. 747 BELLMEADE COURT BRENTWOOD, CA 94513	722	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,500.00 \$431,490.83	SVB Financial Group	Unsecured	\$446,990.83
				Subtotal	\$446,990.83			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
37	HE, ZHEN WEI 763 CAMARITAS AVE SOUTH SAN FRANCISCO, CA 94080	777	SVB Financial Group	Priority	\$187,280.16	SVB Financial Group	Unsecured	\$187,280.16
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
38	HELD, DAVID J 5626 E CHARTER OAK RD PHOENIX, AZ 85254	742	SVB Financial Group	503(b)(9)	\$251,518.54	SVB Financial Group	Unsecured	\$251,518.54
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
39	HOEFLE, EVE 2075 LAFAYETTE ROAD UNIT B14 PORTSMOUTH, NH 03801	314	SVB Financial Group	Priority	\$1,824.26	SVB Financial Group	Unsecured	\$1,824.26
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
40	KAO, KIRK 1657 TOYON COURT SAN MATEO, CA 94403	447	SVB Financial Group	Priority	\$4,900.04	SVB Financial Group	Unsecured	\$5,368.93
			SVB Financial Group	Unsecured	\$468.89			
				Subtotal	\$5,368.93			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
41	KIRKLAND, DALE C. 4489 E CONWAY DR NW ATLANTA, GA 30327	607	SVB Financial Group	Priority	\$15,150.00	SVB Financial Group	Unsecured	\$279,032.29
			SVB Financial Group	Unsecured	\$263,882.29			
				Subtotal	\$279,032.29			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
42	KOH, LIANG-KHOON 6090 PILGRIM AVE SAN JOSE, CA 95129	93	SVB Financial Group	Priority	\$17,390.20	SVB Financial Group	Unsecured	\$17,390.20
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
43	KOHT-PHIPPS, ALICIA 1300 DENTWOOD DR. SAN JOSE, CA 95118	72	SVB Financial Group	Priority	\$57,584.69	SVB Financial Group	Unsecured	\$57,584.69
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
44	KUCHU, VINITA 2613 ATLANTIC AVE APT 1106 VIRGINIA BEACH, VA 23451	636	SVB Financial Group	Priority	\$3,943.81	SVB Financial Group	Unsecured	\$3,943.81
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
45	LAU, MARK 3019 E RUBY HILL DRIVE PLEASANTON, CA 94566	575	SVB Financial Group	Priority	\$15,150.00	SVB Financial Group	Unsecured	\$408,303.27
			SVB Financial Group	Unsecured	\$393,153.27			
				Subtotal	\$408,303.27			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
46	LEE, CHRIS 12032 PASEO BONITA LOS ALAMITOS, CA 90720	604	SVB Financial Group	Priority	\$15,150.00	SVB Financial Group	Unsecured	\$134,762.37
			SVB Financial Group	Unsecured	\$119,612.37			
				Subtotal	\$134,762.37			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

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ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
47	LEE, JOHN 1158 BELLINGHAM SQUARE SAN RAMON, CA 94582	1041	SVB Financial Group SVB Financial Group	503(b)(9) Unsecured	\$152,622.20 \$13,906.30 Subtotal \$166,528.50	SVB Financial Group	Unsecured	\$166,528.50
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
48	LI, ULYSSES 112 LITTLE GEM COURT GRIFFIN, GA 30223	137	SVB Financial Group	Priority	\$20,145.18	SVB Financial Group	Unsecured	\$20,145.18
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
49	LONGO, KEVIN MICHAEL 10 WENTWORTH DRIVE SOUTHBOROUGH, MA 01772	793	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,500.00 \$34,264.00 Subtotal \$49,764.00	SVB Financial Group	Unsecured	\$49,764.00
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
50	MA, CHRISTIE 3366 MELENDY DRIVE SAN CARLOS, CA 94070	503	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$76,830.98 Subtotal \$91,980.98	SVB Financial Group	Unsecured	\$91,980.98
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
51	MACDONALD, W. TIMOTHY 18 CONGRESS STREET SUITE 501 PORTSMOUTH, NH 03801-6642	621	SVB Financial Group	Priority	\$528,763.90	SVB Financial Group	Unsecured	\$528,763.90
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
52	MAMDANI, SULAIMAN 779 CLIFTON RD NE ATLANTA, GA 30307	1038	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$330,979.77	SVB Financial Group	Unsecured	\$346,129.77
				Subtotal	\$346,129.77			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
53	MARTIN, JR., RICHARD BERNARD 4 KAREN PLACE COMMACK, NY 11725	957	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$18,294.63	SVB Financial Group	Unsecured	\$33,444.63
				Subtotal	\$33,444.63			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
54	MARTIN, MICHAEL 2 SHORE LANE APT 503 JERSEY CITY, NY 07310	367	SVB Financial Group	Priority	\$2,616.75	SVB Financial Group	Unsecured	\$2,616.75
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
55	MATLOW, SUSAN K 1498 PACAYA CV NAPLES, FL 34119	1227	SVB Financial Group SVB Financial Group	Priority Unsecured	\$96.00 \$29,723.68	SVB Financial Group	Unsecured	\$29,819.68
				Subtotal	\$29,819.68			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
56	MCCARTY, MICHAEL SCOTT 2132 FATE CONN RD CANTON, GA 30114	1124	SVB Financial Group	Priority	\$98,715.96	SVB Financial Group	Unsecured	\$98,715.96
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
57	MCCOY, CHERYL 133 W. PERSHING AVENUE PHOENIX, AZ 85029	510	SVB Financial Group	Priority	\$3,744.04	SVB Financial Group	Unsecured	\$3,744.04
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
58	MCMAHON, MICHAEL 81 SHEFFIELD RD WALTHAM, MA 02451	1177	SVB Financial Group	503(b)(9)	\$76,284.63	SVB Financial Group	Unsecured	\$76,284.63
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
59	MOSELEY, JACOB 160 ROBIN WAY LOS GATOS, CA 95032	1149	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$1,726,444.81	SVB Financial Group	Unsecured	\$1,741,594.81
				Subtotal	\$1,741,594.81			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
60	NADEL, ALAN MICHAEL 925 CALLAHAN LANE PLACENTIA, CA 92870	61	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$135,079.80	SVB Financial Group	Unsecured	\$150,229.80
				Subtotal	\$150,229.80			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
61	NOBLE, MARK A. 990 CONTINENTAL DR MENLO PARK, CA 94025	616	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$613,718.95	SVB Financial Group	Unsecured	\$628,868.95
				Subtotal	\$628,868.95			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
62	O'LEARY, JOSEPH PATRICK 1122 KELLY DRIVE SAN JOSE, CA 95129	485	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$398,680.20	SVB Financial Group	Unsecured	\$413,830.20
				Subtotal	\$413,830.20			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
63	PANDIA, KAUSHAL 3742 FERNCROFT WAY DUBLIN, CA 94568	667	SVB Financial Group SVB Financial Group	Priority Unsecured	\$23,076.96 \$150,429.29	SVB Financial Group	Unsecured	\$173,506.25
				Subtotal	\$173,506.25			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
64	PAPADAKOS, CATHERINE PO BOX 2153 STATION MAIN SQUAMISH, BC V8B0B5	1158	SVB Financial Group	Priority	\$45,000.00	SVB Financial Group	Unsecured	\$45,000.00
Reason: Asserted liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
65	PARK, MIN 5831 ACACIA AVE OAKLAND, CA 94618	1058	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,160.00 \$263,168.69	SVB Financial Group	Unsecured	\$278,328.69
				Subtotal	\$278,328.69			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
66	PARRY, SHAWN 623 STONEYFORD DR. DALY CITY, CA 94015	943	SVB Financial Group	Priority	\$151,678.94	SVB Financial Group	Unsecured	\$151,678.94
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
67	PARSONS, JAMES T. 1669 DEL MONTE WAY MORAGA, CA 94556	476	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$788,651.01	SVB Financial Group	Unsecured	\$803,801.01
				Subtotal	\$803,801.01			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
68	PIONKE, KATHY WONG 1610 N QUEEN ST #248 ARLINGTON, VA 22209	28	SVB Financial Group SVB Financial Group	Priority Unsecured	\$348,496.43 \$30,000.00	SVB Financial Group	Unsecured	\$378,496.43
				Subtotal	\$378,496.43			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
69	PRESSEY, WALTER 38 LAWRENCE LANE BELMONT, MA 02478	369	SVB Financial Group	Priority	\$1,052,344.15	SVB Financial Group	Unsecured	\$1,052,344.15
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
70	RAJAGOPALAN, SATAGOPAN 44324 NAVAJO DR ASHBURN, VA 20147-5038	641	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$282,411.55	SVB Financial Group	Unsecured	\$297,561.55
				Subtotal	\$297,561.55			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
71	RAO, RAJESHWARI 10101 IMPERIAL AVENUE CUPERTINO, CA 95014	547	SVB Financial Group	Priority	\$7,506.12	SVB Financial Group	Unsecured	\$7,506.12
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
72	REGAN, JOSEPH 648 TRANQUIL JADE STREET LAS VEGAS, NV 89138	1042	SVB Financial Group	Priority	\$655,361.25	SVB Financial Group	Unsecured	\$655,361.25
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
73	RENTA, MONIQUE 41 VILLAGE WALK DRIVE PONTE VEDRA BEACH, FL 32082	930	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$167,818.99	SVB Financial Group	Unsecured	\$182,968.99
				Subtotal	\$182,968.99			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
74	RISICA, JASON 13062 BLUE JAY HILL RD GRASS VALLEY, CA 95945	715	SVB Financial Group SVB Financial Group	503(b)(9) Unsecured	\$15,150.00 \$889,129.00	SVB Financial Group	Unsecured	\$904,279.00
				Subtotal	\$904,279.00			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
75	ROBINSON, CRAIG 855 JEFFERSON AVENUE PO BOX 57 REDWOOD CITY, CA 94064-0057	1145	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$72,744.62	SVB Financial Group	Unsecured	\$87,894.62
				Subtotal	\$87,894.62			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
76	ROBINSON, ERIN 44 CHIEF JUSTICE CUSHING HWY HINGHAM, MA 02043	834	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$69,850.00	SVB Financial Group	Unsecured	\$85,000.00
				Subtotal	\$85,000.00			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
77	ROHRWASSER, MARK 8829 N 63RD PLACE PARADISE VALLEY, AZ 85253	700	SVB Financial Group SVB Financial Group	Priority Unsecured	\$1,926,244.07* Undetermined*	SVB Financial Group	Unsecured	\$1,926,244.07
				Subtotal	\$1,926,244.07*			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
78	RUSTAGI, AMAN 4580 WOLLASTON RD CUMMING, GA 30041	138	SVB Financial Group SVB Financial Group	Priority Unsecured	\$68,961.39 \$7,214.23	SVB Financial Group	Unsecured	\$76,175.62
				Subtotal	\$76,175.62			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
79	SALMASO, ANTONIO 55 MONTELL ST OAKLAND, CA 94611	619	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,500.00 \$327,470.96	SVB Financial Group	Unsecured	\$342,970.96
				Subtotal	\$342,970.96			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
80	SAMILJAN, JORDAN 50 BOATSWAINS WAY APT 105 CHELSEA, MA 02150	523	SVB Financial Group SVB Financial Group	Priority Unsecured	\$2,269.24 \$217.50	SVB Financial Group	Unsecured	\$2,486.74
				Subtotal	\$2,486.74			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
81	SANTOS, MICHAEL 866 BREVINS LOOP SAN JOSE, CA 95125	499	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$29,510.25	SVB Financial Group	Unsecured	\$44,660.25
				Subtotal	\$44,660.25			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
82	SCHIEFFEL, MEGAN 1313 N QUINTANA ST ARLINGTON, VA 22205	580	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$1,851,167.44	SVB Financial Group	Unsecured	\$1,866,317.44
				Subtotal	\$1,866,317.44			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
83	SCOTT, PETER 4062 23RD STREET SAN FRANCISCO, CA 94114	584	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$1,693,947.35	SVB Financial Group	Unsecured	\$1,709,097.35
				Subtotal	\$1,709,097.35			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
84	SINGH, MAHENDER 20 KESTREL LANE WESTFORD, MA 01886	148	SVB Financial Group	Priority	\$2,000.00	SVB Financial Group	Unsecured	\$2,000.00
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
85	SONG, LI 830 ARROYO CT. PALO ALTO, CA 94306	865	SVB Financial Group	Priority	\$323,872.75	SVB Financial Group	Unsecured	\$323,872.75
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
86	SOZA, JOHN T. 817 PALMER ROAD WALNUT CREEK, CA 94596	836	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$898,057.09	SVB Financial Group	Unsecured	\$913,207.09
				Subtotal	\$913,207.09			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
87	SPENCER, JACQUELYN 3742 MEADOW LANE LAFAYETTE, CA 94549	692	SVB Financial Group	Priority	\$178,037.84	SVB Financial Group	Unsecured	\$178,037.84
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
88	STEDMAN, CHRISTOPHER 1080 LAGUNA CREEK LANE PLEASANTON, CA 94566	826	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$3,937,186.61	SVB Financial Group	Unsecured	\$3,952,336.61
				Subtotal	\$3,952,336.61			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
89	STEVENS, WILLIAM A. 1819 MCKINLEY ROAD NAPA, CA 94558	776	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$2,180,806.77	SVB Financial Group	Unsecured	\$2,195,956.77
				Subtotal	\$2,195,956.77			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
90	STEVENSON, MARK L. 115 EMERSON STREET PALO ALTO, CA 94301	710	SVB Financial Group	Priority	\$392,447.82	SVB Financial Group	Unsecured	\$392,447.82
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
91	SUJANANI, ANJALEE 6 REVERE ST LEXINGTON, MA 02420	1034	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$72,392.77	SVB Financial Group	Unsecured	\$87,542.77
				Subtotal	\$87,542.77			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
92	SURECK, ROBERT LOUIS 6721 VALBURN DR. AUSTIN, TX 78731	574	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$504,806.48	SVB Financial Group	Unsecured	\$519,956.48
				Subtotal	\$519,956.48			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
93	TABACEK, HALINA 2383 MANZANITA AVENUE SANTA ROSA, CA 95404	706	SVB Financial Group	Priority	\$6,106.54	SVB Financial Group	Unsecured	\$6,106.54
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
94	TERWILLIGER, CYNTHIA 7 ARLINGTON STREET APT. 8 CAMBRIDGE, MA 02140	1097	SVB Financial Group	Priority	\$3,720.12	SVB Financial Group	Unsecured	\$3,720.12
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
95	THANKAPPAN, MANU 637 BAINBRIDGE ST FOSTER CITY, CA 94404	231	SVB Financial Group	Priority	\$62,398.07	SVB Financial Group	Unsecured	\$62,398.07
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
96	THYLIN, MARK 8345 E. PRAIRIE MEADOW DR DENVER, CO 80238	821	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$765,567.60	SVB Financial Group	Unsecured	\$780,717.60
				Subtotal	\$780,717.60			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
97	TSE, IRENE 3673 RAMONA STREET PALO ALTO, CA 94306	513	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,500.00 \$15,723.82	SVB Financial Group	Unsecured	\$31,223.82
				Subtotal	\$31,223.82			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
98	TU, RICKY KY 1199 NIKULINA CT SAN JOSE, CA 95120	632	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$2,231,448.33	SVB Financial Group	Unsecured	\$2,246,598.33
				Subtotal	\$2,246,598.33			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
99	TYLER, JAMES 21 RUTH COURT LAFAYETTE, CA 94549	720	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$148,849.92	SVB Financial Group	Unsecured	\$163,999.92
				Subtotal	\$163,999.92			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
100	UMMEL, JEAN JEN YEE 60 WESSEX WAY SAN CARLOS, CA 94070	475	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$13,136.27	SVB Financial Group	Unsecured	\$28,286.27
				Subtotal	\$28,286.27			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								
101	VORA, NIKHIL 571 CALISTOGA CIRCLE FREMONT, CA 94536	704	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$256,990.70	SVB Financial Group	Unsecured	\$272,140.70
				Subtotal	\$272,140.70			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

Reclassified Claims

Exhibit 6

ASSERTEDRECLASSIFIED

	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
102	VULTAGGIO, PETER 3329 NW 170TH CT EDMOND, OK 73012	1088	SVB Financial Group	Priority	\$375,233.99	SVB Financial Group	Unsecured	\$375,233.99
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
103	WANG, KAI 6805 DALMATIA DR MCKINNEY, TX 75072-1903	582	SVB Financial Group	Priority	\$639,759.90	SVB Financial Group	Unsecured	\$639,759.90
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
104	WESSEL, AULENE 127 DINGLETOWN ROAD GREENWICH, CT 06830	111	SVB Financial Group	Priority	\$28,011.48	SVB Financial Group	Unsecured	\$28,011.48
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
105	YAKKALA, RAMANJANEYULU 3062 DANTE COURT SAN JOSE, CA 95135	60	SVB Financial Group	Priority	\$256,220.85	SVB Financial Group	Unsecured	\$256,220.85
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
106	YARLAGADDA, PHANINDRA 10430 CHERRY TREE LANE CUPERTINO, CA 95014	727	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$1,528,102.87	SVB Financial Group	Unsecured	\$1,543,252.87
				Subtotal	\$1,543,252.87			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							
107	ZAHN, LAWRENCE HOWARD 3704 SOARING EAGLE AUSTIN, TX 78746	831	SVB Financial Group SVB Financial Group	Priority Unsecured	\$15,150.00 \$419,759.66	SVB Financial Group	Unsecured	\$434,909.66
				Subtotal	\$434,909.66			
	Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.							

*Indicates claim contains unliquidated and/or undetermined amounts

Reclassified Claims

Exhibit 6

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	NAME	CLAIM #	DEBTOR	PRIORITY STATUS	AMOUNT	DEBTOR	PRIORITY STATUS	AMOUNT
108	ZETTLER, DEANNE	689	SVB Financial Group	Priority	\$15,150.00	SVB Financial Group	Unsecured	\$118,677.76
	KATHLEEN		SVB Financial Group	Unsecured	\$103,527.76			
	108 LUCY CT							
	LAKE ZURICH, IL 60047			Subtotal	\$118,677.76			
Reason: Deferred compensation liabilities are not entitled to priority status. The Debtor seeks to reclassify the claim to be treated as a general unsecured claim.								

EXHIBIT 7

SVB Financial Group Case No. 23-10367

Insufficient Documentation Claims

Exhibit 7

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	BACHAND, MICHAEL N3975 PINE MOUNTAIN ROAD IRON MOUNTAIN, MI 49801	06/10/2024	23-10367	SVB Financial Group	1421	\$103,000.00
Reason: The Creditor's failure to furnish requisite supporting documentation and/or adequately delineate the investment instrument results in the Debtor's incapacity to ascertain the nature and extent, if any, of indebtedness.						
2	CENTURYLINK COMMUNICATIONS, LLC (F/K/A QWEST COMMUNICATIONS COMPANY, LLC) ATTN: LEGAL-BKY 1025 EL DORADO BLVD BROOMFIELD, CO 80021	04/28/2023	23-10367	SVB Financial Group	20	\$41,875.26
Reason: The Creditor's failure to furnish requisite supporting documentation and/or adequately delineate the asserted liability results in the Debtor's incapacity to ascertain the nature and extent, if any, of indebtedness.						
3	GIUDICI, PAUL E 12 MACINTOSH DRIVE CRANSTON, RI 02921	07/27/2023	23-10367	SVB Financial Group	428	\$54,318.75
Reason: The Creditor's failure to furnish requisite supporting documentation and/or adequately delineate the investment instrument results in the Debtor's incapacity to ascertain the nature and extent, if any, of indebtedness.						
4	NANCY J SAPON TRUST 10743 SUNNYBRAE AVENUE CHATSWORTH, CA 91311	06/27/2024	23-10367	SVB Financial Group	1445	\$25,000.00*
Reason: The Creditor's failure to furnish requisite supporting documentation and/or adequately delineate the asserted liability results in the Debtor's incapacity to ascertain the nature and extent, if any, of indebtedness.						

SVB Financial Group Case No. 23-10367

Insufficient Documentation Claims

Exhibit 7

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
5	NEW JERSEY UNCLAIMED PROPERTY ADMINISTRATION PO BOX 214 TRENTON, NJ 08625	08/28/2023	23-10367	SVB Financial Group	1328	Undetermined*
	Reason: The Creditor's failure to furnish requisite supporting documentation and/or adequately delineate the asserted liability results in the Debtor's incapacity to ascertain the nature and extent, if any, of indebtedness.					
6	SILICON VALLEY BANK (SVB GERMANY BRANCH) GUIOLLETTSTRASSE 48 FRANKFURT, 60325 GERMANY	08/11/2023	23-10367	SVB Financial Group	1112	\$3,720.01
	Reason: The Creditor's failure to furnish requisite supporting documentation and/or adequately delineate the asserted liability results in the Debtor's incapacity to ascertain the nature and extent, if any, of indebtedness.					
7	ZHANG, GUOLIANG 380 ESPLANADE AVE APT 301 PACIFICA, CA 94044-1818	06/25/2024	23-10367	SVB Financial Group	1437	\$3.60
	Reason: The Creditor's failure to furnish requisite supporting documentation and/or adequately delineate the asserted liability results in the Debtor's incapacity to ascertain the nature and extent, if any, of indebtedness.					
					TOTAL	\$227,917.62*

EXHIBIT 8

SVB Financial Group Case No. 23-10367

Satisfied Claims

Exhibit 8

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	CDW DIRECT, LLC ATTN: VIDA KRUG 200 N. MILWAUKEE AVE VERNON HILLS, IL 60061	03/28/2023	23-10367	SVB Financial Group	1	\$17,117.55
Reason: Claim has been fully satisfied via: ACH #C0339934C A071000152A dated 03/31/23 and ACH #C0341565C A071000152A dated 04/06/23.						
2	CRESA PARTNERS BOSTON INC 280 CONGRESS STREET 10TH FLOOR BOSTON, MA 02210	05/22/2023	23-10367	SVB Financial Group	SCHF_00006547	\$61,454.19
Reason: Claim has been fully satisfied via: ACH #C0345025C dated 05/18/23 and ACH #C0344635C dated 05/13/23.						
3	ERNST AND YOUNG GMBH WIRTSCHAFTSPRUFUNGSGESELLSCHAFT MERGENTHALERALLEE3 5 65760 ESCHBORN FRANKFURT, 5323 GERMANY	05/22/2023	23-10367	SVB Financial Group	SCHF_00006535	\$1,046.06
Reason: Claim has been fully satisfied via: EFT #C001567C dated 05/17/23.						
4	ERNST AND YOUNG LLP GBP 1 MORE LONDON PLACE LONDON, SE1 2AF UNITED KINGDOM	05/22/2023	23-10367	SVB Financial Group	SCHF_00006559	\$24,673.20
Reason: Claim has been fully satisfied via: ETF #C001688C dated 05/26/23.						
5	GERSHENBERG, AARON G. 30 EAGLE LANDING COURT PARK CITY, UT 84060	08/09/2023	23-10367	SVB Financial Group	893	\$107,961.41
Reason: Claim has been fully satisfied. Please refer to DKT #813 filed on 01/17/24.						

SVB Financial Group Case No. 23-10367

Satisfied Claims

Exhibit 8

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
6	WOLF & COMPANY, PC ATTN: TERESA PREZIOSO 255 STATE STREET BOSTON, MA 02109	07/24/2023	23-10367	SVB Financial Group	379	\$18,250.00
Reason: Claim has been fully satisfied via: ACH #C002283C AA dated 03/05/2024.						
7	XORiant CORPORATION 1248 REAMWOOD AVENUE SUNNYVALE, CA 94089 UNITED STATES	05/22/2023	23-10367	SVB Financial Group	SCHF_00006494	\$105,070.67
Reason: Claim has been fully satisfied via: ACH #C0345190C dated 05/20/23, ACH #C0345450C dated 05/24/23, ACH #C0347106C A121143260A dated 06/17/23, ACH #C0347402C A121143260A dated 06/22/23, and ACH #C0349395C A121143260A dated 07/19/23.						
					TOTAL	\$335,573.08

EXHIBIT B

Declaration of Holden Bixler

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____	x	
In re	:	Chapter 11
	:	
SVB FINANCIAL GROUP, ¹	:	Case No. 23-10367 (MG)
	:	
Debtor.	:	
_____	x	

**DECLARATION OF HOLDEN BIXLER IN SUPPORT OF DEBTOR’S SEVENTH
OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM WITH
BRIEF IN SUPPORT AND NOTICE OF OPPORTUNITY FOR HEARING**

I, Holden Bixler, under penalty of perjury, declare as follows:

1. I am a Managing Director at Alvarez & Marsal North America, LLC (“A&M”). The above-captioned debtor (the “Debtor”) retained A&M under section 363 of the Bankruptcy Code to provide a Chief Restructuring Officer and other Personnel in connection with its chapter 11 case.

2. As part of my current position, I am responsible for assisting the Debtor with certain claims management and reconciliation matters. I am also familiar with the Debtor’s day-to-day operations, financing arrangements, business affairs, and books and records that reflect, among other things, the Debtor’s liabilities and the amount thereof owed to its creditors as of the Petition Date.

3. I have read the *Debtor’s Seventh Omnibus Objection to Certain Proofs of Claim with Brief in Support and Notice of Opportunity for Hearing* (the “Objection”)² and am

¹ The last four digits of SVB Financial Group’s tax identification number are 2278.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

directly, or by and through the Debtor's advisors and personnel, familiar with the information contained therein and the exhibits attached thereto.

4. I am authorized to submit this declaration (the "Declaration") in support of the Objection. All matters set forth in this Declaration are based on: (a) my personal knowledge; (b) my review of relevant documents; (c) my view, based on my experience and knowledge of the Debtor and the Debtor's operations, books and records, and personnel; (d) information supplied to me by the Debtor and by others at the Debtor's request; or (e) as to matters involving United States bankruptcy law or rules or other applicable laws, my reliance on the advice of counsel or other advisors to the Debtor. If called upon to testify, I could and would testify competently to the facts set forth herein.

5. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, considerable time and resources have been expended to ensure a high level of diligence in reviewing and reconciling the Proofs of Claim filed against the Debtor in this chapter 11 case.

6. Upon a thorough review of the proofs of claim filed in this chapter 11 case and supporting documentation thereto, the Debtor has determined that the Amended Claims listed under the heading "Claims to be Disallowed" on **Exhibit 1** have been amended or modified, and thus superseded, by a subsequently filed proof of claim which shall endure as a Surviving Claim upon entry of the Order affirming the Objection. Accordingly, I believe the Amended Claims listed under the heading "Claims to be Disallowed" on **Exhibit 1** should be disallowed and expunged in their entirety.

7. Upon a thorough review of the proofs of claim filed in this chapter 11 case and supporting documentation thereto, the Debtor has determined that the Modified Amount

Claims listed under the heading “Asserted” have been partially satisfied. Modifying the Modified Amount Claims to the amounts under the heading “Modified” on **Exhibit 2** will avoid unwarranted recoveries on a single claim to the detriment of other creditors.

8. Upon a thorough review of the proofs of claim filed in this chapter 11 case and supporting documentation thereto, the Debtor has determined that the Substantive Duplicate Claims listed under the heading “Claims to be Disallowed” on **Exhibit 3** are substantive duplicates of other Claims filed by or on behalf of the same claimant, meaning that they are filed in respect of the same liabilities but may list different claimed amounts, contain less supporting documentation or have other variations, although in each case the later filed claims do not indicate that they are amendments of the earlier filed claims. The Substantive Duplicate Claims listed under the heading “Claims to be Disallowed” on **Exhibit 3** should be disallowed and expunged so that no claimant obtains double recovery on account of any single obligation. Accordingly, I believe the Substantive Duplicate Claims listed under the heading “Claims to be Disallowed” on **Exhibit 3** should be disallowed and expunged in their entirety.

9. Upon a thorough review of the proofs of claim filed in this chapter 11 case and supporting documentation thereto, the Debtor has determined that the Late Filed Claims listed on **Exhibit 4** were filed after the applicable Bar Date. Failure to disallow the Late Filed Claims would prejudice the holders of claims who complied with the Bar Date Order and timely filed their claims by potentially reducing the ultimate distribution to the holders of such claims. Accordingly, I believe the Late Filed Claims listed on **Exhibit 4** should be disallowed and expunged in their entirety.

10. Upon a thorough review of the proofs of claim filed in this chapter 11 case and supporting documentation thereto, the Debtor has determined that the No Liability Claims

listed on **Exhibit 5** are for claims on which the Debtor is not liable, for the various reasons set forth in the Objection and **Exhibit 5**.

(a) There is one claim where the claimant, the State of New Jersey's Taxation Bankruptcy Unit, seeks \$00.00. This claim amends Claim No. 100, which relates to the Debtor's New Jersey tax liabilities for the tax year ending December 31, 2022. This claim has been satisfied. The Debtor's New Jersey tax return for the tax year ending December 31, 2022 filed on November 13, 2023 reported a tax liability of \$8,000, and such tax liability has been satisfied with an overpayment on account.

(b) There is one claim where the claimant, the New Mexico Taxation & Revenue Department, seeks \$00.00. This claim amends Claim No. 13, which relates to the Debtor's New Mexico tax liabilities for the tax year ending December 31, 2022. This claim has been satisfied. The Debtor's New Mexico tax return for the tax year ending December 31, 2022 filed on October 16, 2023 reported a tax liability of \$50, and such tax liability has been satisfied with an overpayment on account.

(c) There is one Claim where the claimant, Elizabeth A. Marx, is claiming amounts allegedly owed under a Life Insurance Policy. The Life Insurance policy attached to the Proof of Claim is between Charter Bank, and Elizabeth A. Marx. The Debtor is not liable for this, as the obligation belonged to Charter Bank, which later merged into Silicon Valley Bank, or the insurer under the policy.

(d) There are four Claims by claimants who are claiming amounts allegedly owed by the Debtor for unpaid leases. Those claims are not liabilities of the Debtor as they were assumed and assigned to First-Citizens Bank & Trust Company or a designated affiliate thereof ("FCB") pursuant to the *Order Authorizing the Assumption and*

Assignment of Certain Executory Contracts and Unexpired Leases [D.I. 369].

(e) There are two Claims related to insurance policies. Both Claims are unliquidated and appear to be protective in nature. According to the Debtor's books and records, there is no liability owed to either claimant.

(f) There are two Claims for payment of alleged amounts under executory contracts. The relevant contracts have been assumed and assigned by the Debtor pursuant to the Court's orders as detailed in **Exhibit 5**.

11. Accordingly, I believe the No Liability Claims listed on **Exhibit 5** should be disallowed and expunged in their entirety.

12. The Deferred Compensation Agreement is the governing document for the Deferred Compensation Claims. Upon a thorough review of the proofs of claim filed in this chapter 11 case and supporting documentation thereto, the Debtor has determined that the Deferred Compensation Claims and the other Misclassified Claims listed on **Exhibit 6** should be reclassified accordingly.

13. Upon a thorough review of the proofs of claim filed in this chapter 11 case, the Debtor has determined that the Insufficient Documentation Claims listed on **Exhibit 7** lack the requisite supporting documentation for the Debtor to verify the existence of any claim against the Debtor. Accordingly, I believe the Insufficient Documentation Claims listed on **Exhibit 7** should be disallowed and expunged in their entirety.

14. Upon a thorough review of the proofs of claim filed in this chapter 11 case and supporting documentation thereto, the Debtor has determined that the Satisfied Claims listed on **Exhibit 8** are for obligations already satisfied by payments. The individual reason for each of the Satisfied Claims is set forth on **Exhibit 8**. Thus, the Satisfied Claims should be disallowed

and expunged so that no claimant obtains double recovery on account of any single obligation.

Accordingly, I believe the Satisfied Claims listed on **Exhibit 8** should be disallowed and expunged in their entirety.

15. Failure to disallow, expunge and modify, as applicable, the disputed Claims could result in the relevant claimant receiving an unwarranted recovery against the Debtor, to the detriment of other creditors. Accordingly, I believe the Court should grant the relief requested in the Objection.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

[Remainder of Page Intentionally Left Blank]

Dated: August 6, 2024

/s/ Holden Bixler

Holden Bixler

Managing Director, Alvarez & Marsal North
America

EXHIBIT C

Deferred Compensation Plan

SVB Financial Group

Deferred Compensation Plan

Amended and Restated Effective January 23, 2019

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PURPOSES

The purposes of the SVB Financial Group Deferred Compensation Plan (the “Plan”) are (a) to permit eligible employees to elect to defer receipt of compensation which would otherwise be payable to them currently as annual base pay or bonuses and (b) to provide investment alternatives for voluntary and mandatory deferred compensation.

The Plan is intended to be a “plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA and shall be implemented and administered in a manner consistent therewith. The Plan also is intended to comply with Section 409A of the Internal Revenue Code.

ARTICLE 1 - DEFINITIONS

Wherever used herein, the following terms have the meanings set forth below, unless context clearly requires a different meaning:

- 1.1 **“Account”** means an account established for the purpose of recording amounts credited on behalf of a Participant pursuant to Article 3 and/or Employer Contributions pursuant to Article 4, and any income, expenses, gains, losses or distributions included thereon. The Account shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant pursuant to the Plan.
- 1.2 **“Administrator”** means the Employer, or such other person or persons designated by the Employer to be responsible for the administration of the Plan.
- 1.3 **“Base Pay”** means the basic or regular rate of per payroll period remuneration paid to the Participant by the Employer.
- 1.4 **“Beneficiary”** means the persons, trusts, estates or other entities entitled under Section 7.2 to receive benefits under the Plan upon the death of a Participant.
- 1.5 **“Board”** means the Compensation Committee of Board of Directors of the Plan Sponsor.
- 1.6 **“Bonus”** means a bonus payment that is earned by an Eligible Employee during the Plan Year for services rendered to Employer and that the Administrator has designated as deferrable under the Plan prior to the commencement of any applicable Plan Year.
- 1.7 **“Code”** means the Internal Revenue Code of 1986, as amended from time to time.
- 1.8 **“Compensation”** means Base Pay and Bonus earned by an Eligible Employee during the Plan Year for services rendered to Employer as determined by the Administrator.
- 1.9 **“Deferral Election”** means an election an Eligible Employee makes as provided by Section 3.1.
- 1.10 **“Eligible Employee”** means an employee that Employer (a) determines to be a member of a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA, and (b) designates as an Eligible Employee for purposes of this Plan.
- 1.11 **“Employer”** means SVB Financial Group and all other members of SVB Controlled Group that it designates to participate in this Plan.

- 1.12 **“Employer Contributions”** means those contributions made to the Plan by Employer into the Participant’s Account in accordance with Article 4.
- 1.13 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.14 **“Participant”** means any Eligible Employee who participates in the Plan in accordance with Article 2.
- 1.15 **“Plan”** means this SVB Financial Group Deferred Compensation Plan, as set forth herein and as it may be amended from time to time.
- 1.16 **“Plan Sponsor”** means SVB Financial Group.
- 1.17 **“Plan Year”** means the calendar year; provided, however, that solely for purposes of Sections 3.1, 3.2 and 3.5, prior to the commencement of an applicable calendar year the Plan Administrator may determine that the Plan Year shall be a different period of roughly-equivalent time with respect to Base Pay deferral elections, which alternative period of time shall commence no sooner than the first day of the applicable calendar year, and the Plan Administrator shall timely communicate to Participants such alternative Plan Year for purposes of Participants’ Base Pay deferral elections for the alternative Plan Year. Notwithstanding the foregoing, an alternative Plan Year shall not overlap with another Plan Year.
- 1.18 **“Separation from Service”** means a Participant’s death, retirement, or other termination of employment with the SVB Controlled Group. The determination of whether a Participant has terminated employment shall be determined based on the facts and circumstances in accordance with the rules set forth in Code Section 409A and the regulations thereunder. Whether a Separation from Service has occurred is based on whether the facts and circumstances indicate that the Participant and the Employer reasonably anticipated that no further services would be performed for the Employer after a certain date or that the level of bona fide services the Participant would perform after such date (whether as an employee or as an independent contractor) would permanently decrease to less than twenty percent (20%) of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or if employed by an Employer less than 36 months, such lesser period). A Participant will be deemed to have had a Separation from Service if the Participant’s level of bona fide services performed decreases to a level that is twenty percent (20%) or less of the average level of services performed by the Participant during the immediately preceding 36-month period (or if the Participant has not been employed for 36 months, such less period of employment). A Participant shall not be deemed to have Separated from Service if the Participant continues to provide services to an Employer (whether as an employee or an independent contractor) at an annual rate that is fifty percent (50%) or more of the services rendered, on average, during the immediately preceding 36 months of employment with an

Employer (or if employed by an Employer less than 36 months, such lesser period). In addition to the foregoing, a Separation from Service will not be deemed to have occurred while a Participant is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Participant's right to reemployment with the Employer is provided either by statute or contract. If the period of leave exceeds six months and the Participant's right to reemployment is not provided either by statute or contract, then the Participant is deemed to have Separated from Service on the first day immediately following such six-month period.

- 1.19 **"Special Retention Incentives"** means retention incentives offered to selected key Participants as provided in Section 3.4.
- 1.20 **"Specified Employee"** means a Participant who is identified as a "specified employee" as of the date of his or her Separation from Service in accordance with the requirements of Treasury Regulation Section 1.409A-1(i).
- 1.21 **"SVB Controlled Group"** means the Employers and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes an Employer and any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with an Employer.
- 1.22 **"Total Disability"** means total disability as determined by the Social Security Administration or other disability that complies with the requirements of Treasury Regulations Section 1.409A-3(i)(4).
- 1.23 **"Valuation Date"** means each business day of the Plan Year and such other date(s) as Employer designates.

ARTICLE 2 - PARTICIPATION

- 2.1 **Participation.** Each Eligible Employee shall become a Participant in the Plan by (a) executing a Deferral Election in accordance with the provisions of Article 3, (b) receiving an Employer Contribution pursuant to Article 4 or (c) being designated as a Participant in a Special Retention Incentive.
- 2.2 **Termination of Participation.** A Participant's participation in the Plan shall cease upon his or her termination of service with the Employer for any reason or his or her ceasing to qualify as an Eligible Employee. Upon any termination of participation, a Participant's deferrals and/or Employer Contributions, if any, shall cease but the provisions of Section 8.2 shall continue to apply.
- 2.3 **Other Termination of Employment.** If the Participant's employment is terminated prior to the end of a Special Retention Incentive Vesting Period for any reason other

than death or Total Disability, the Participant will forfeit all rights to payment of the Special Retention Incentive under this Plan.

ARTICLE 3 - DEFERRAL ELECTIONS

3.1 **Deferral Election.** Each Eligible Employee may elect to defer Compensation earned by him or her during a Plan Year by executing a Deferral Election in accordance with rules and procedures established by the Administrator and the provisions of this Article 3. The Deferral Election must separately specify for each type of Compensation (i.e., Base Pay and Bonus) the whole number percentage multiple that the Participant elects to defer and the timing and form of payment of the deferred amount.

A new Deferral Election must be timely executed for each Plan Year during which the Eligible Employee elects to defer Compensation. An Eligible Employee who does not timely execute a Deferral Election shall be deemed to have elected zero deferrals for such Plan Year.

The Administrator shall specify a period, ending no later than December 31st of the calendar year immediately preceding the Plan Year during which Deferral Elections may be made as to Compensation earned during a Plan Year. Each Deferral Election becomes irrevocable at the close of the specified period.

3.2 **Election to Defer Base Pay.** An Eligible Employee may elect to defer Base Pay for a Plan Year in any amount (in 1% increments) from 5% to 50% of Base Pay.

3.3 **Election to Defer Bonus.** An Eligible Employee may elect to defer (in 1% increments) from 5% to 100% of his or her Bonus for a Plan Year.

3.4 **Special Retention Incentives.** From time to time during the Plan Year, the Administrator, in its sole discretion, shall designate Special Retention Incentives to key employees as eligible for investment in this Plan during the retention qualifying period.

3.5 **Timing of Election to Defer.**

3.5.1 **Base Pay.** Each Eligible Employee who desires to defer Base Pay earned during a Plan Year must execute a Deferral Election within the period preceding the Plan Year specified by the Administrator.

3.5.2 **Bonus.** Each Eligible Employee who desires to defer a Bonus must execute a Deferral Election within the period preceding the Plan Year during which the Bonus is earned that is specified by the Administrator.

3.5.3 **Performance-Based Compensation.** Notwithstanding the foregoing, with respect to any amounts to be contributed to the Plan for a Plan Year

that can be treated as “performance-based compensation” as described in Code Section 409A(a)(4)(B)(iii) and the Treasury Regulations promulgated thereunder, a Deferral Election must be executed no later than the date which is six months before the end of the performance period in which the amount (i.e. Bonus) is earned, provided that the Participant performs services continuously from the later of the beginning of the performance period or the date the performance criteria are established through the date the election is made and the election may not be made after the date the amount of such performance-based compensation has become reasonably ascertainable. Performance-based compensation means compensation the amount of which, or entitlement to, is contingent on satisfying pre-established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months. Performance criteria are pre-established if established in writing by not later than 90 days after the beginning of the performance period; provided the outcome of the criteria are substantially uncertain at the time the criteria are established.

3.5.4 **Initial Year of Eligibility.** In the case of the first Plan Year in which an Employee first becomes classified or designated as an Eligible Employee, if and to the extent permitted by the Administrator, the individual may make an election no later than thirty (30) days after the date he or she becomes an Eligible Employee to defer Base Pay and/or Bonus (as applicable), for services to be performed after the election or to elect the time and form of payment of any Employer Contribution. A Deferral Election will be deemed to apply to Bonus for services performed after the election if the election applies to no more than an amount equal to the total Bonus for the performance period multiplied by the ratio of the number of days remaining in the performance period after the election over the total number of days in the performance period. This paragraph will not apply to an Employee who is a participant in any other account balance deferred compensation plans maintained by any member of the SVB Controlled Group which is required to be aggregated with this Plan under Code Section 409A.

3.5.5 **Initial Deferral Election with Respect to Certain Forfeitable Rights.** Notwithstanding the foregoing, if an Eligible Employee has a right to a payment in a subsequent tax year that is subject to a condition requiring the Eligible Employee to perform services for the Employer for at least 12 months after the Eligible Employee obtains the legally binding right to the to avoid forfeiture of the payment (as described in Treasury Regulations Section 1.409A-2(a)(5)), the Participant may make a Deferral Election no later than 30 days after the Participant obtains the legally binding right to the payment, provided the Participant makes the election at least 12

months prior to the earliest date on which the applicable forfeiture condition could lapse.

- 3.6 **Election of Payment Schedule and Form of Payment.** At the time an Eligible Employee completes a Deferral Election in accordance with Section 3.5, the Eligible Employee must separately elect the time and form of payment for each type of Compensation being deferred (i.e., for Base Pay and Bonus). To the extent permitted by the Administrator, an Eligible Employee may elect the time and form of payment of an Employer Contribution pursuant to the applicable procedures in Section 3.5.

A Participant may designate a specific Plan Year to commence distribution of all or a portion of the Participant's Account. The Plan Year must be at least three Plan Years after the first day of the Plan Year during which the election is effective. A Participant may also elect to receive a distribution of all or a portion of the Participant's Account upon the Participant's Separation from Service. Notwithstanding the foregoing, in the event that a Participant's Separation from Service occurs prior to a Plan Year that a Participant has selected to commence distribution of all or a portion of his or her Account, such portion of the Participant's Account shall commence distribution upon the Participant's Separation from Service. In the event that a Participant (or Employer) fails to make a valid election with respect to the time of payment for deferrals of any type of Compensation or receipt of Employer Contributions for a Plan Year, then such amounts shall be paid upon the Participant's Separation from Service.

A Participant must elect to receive distribution of the Participant's Account in either a single lump sum in cash or in annual cash installments over a period of up to ten years. In the event that a Participant fails to make a valid election with respect to the form of payment for deferrals of any type of Compensation and/or receipt of Employer Contributions for a Plan Year, then such deferrals shall be paid in a single lump sum.

ARTICLE 4 - EMPLOYER CONTRIBUTIONS

- 4.1 **Employer Contributions.** The Administrator, in its discretion, may credit additional amounts as Employer Contributions to the Account of any Eligible Employee, Participant or group of Participants. No such contribution to an Eligible Employee, Participant or group of Participants shall imply any right on the part of other Eligible Employees or Participants to receive a similar contribution, nor are such contributions required to be uniform with respect to the Participants for whom they are made.
- 4.2 **Timing.** The Administrator will make any Employer Contributions under Section 4.1 for a Plan Year at such times as Code Section 409A or any other applicable laws, rules and regulations may permit.

- 4.3 **Deferral Election.** To the extent permitted by the Administrator, an Eligible Employee or Participant may elect the time and form of payment of any Employer Contributions being made to the Plan on his or her behalf under Section 4.1. Any such election shall be subject to the Deferral Election rules set forth in Article 3 of the Plan. In the event that a the Participant is not permitted to elect the time and form of payment for an Employer Contribution, Employer may set the time and form of payment either before the Participant obtains the legally binding right to the payment or, if later, the date the an employee could have otherwise elected the time and form of payment under Article 3 of the Plan or as otherwise permitted in accordance with Section 409A of the Code.
- 4.4 **Vesting.** The vesting rules for any amounts credited to the Participant's Account as Employer Contributions are set forth in Section 7.1.2 of the Plan.
- 4.5 **Distribution.** The distribution rules for any amounts credited to the Participant's Account as Employer Contributions are set forth in Article 8 of the Plan.

ARTICLE 5 - PARTICIPANT ACCOUNT

- 5.1 **Individual Accounts.** The Administrator will establish and maintain a bookkeeping Account for each Participant which will reflect deferrals made pursuant to Article 3, and Employer Contributions made pursuant to Article 4, if any, along with earnings, expenses, gains and losses credited thereto, attributable to the hypothetical investments made with the amounts in the Participant's Account as provided in Article 6. The amount a Participant elects to defer in accordance with Article 3 shall be credited to the Participant's Account at the time the amount subject to the Deferral Election would otherwise have been payable to the Participant but for his or her election to defer. Each Employer Contribution made pursuant to Article 4 shall be credited to a Participant's Account on the date approved by Employer or, if the Employer has not approved a specific date, within 30 days of the date the Employer approves crediting an Employer Contribution to the Participant's Account. The Administrator will establish and maintain such other accounts and records as it decides in its discretion to be reasonably required or appropriate to discharge its duties under the Plan.

ARTICLE 6 - INVESTMENT OF CONTRIBUTIONS

- 6.1 **Investment Options.** The amount in a Participant's Account shall be treated as invested in the investment options designated for this purpose by the Administrator.
- 6.2 **Adjustment of Accounts.** The amount in a Participant's Account shall be adjusted for hypothetical investment earnings or losses in an amount equivalent to the gains or losses reported by the investment options selected by the Participant or Beneficiary from among the investment options provided in Section 6.1. A Participant may, in accordance with rules and procedures established by the

Administrator, change the investments to be used for the purpose of calculating future hypothetical investment adjustments to the Participant's Account or to future Participant deferrals and/or Employer Contributions effective as of the Valuation Date coincident with or next following notice to the Administrator. The Account of each Participant shall be adjusted as of each Valuation Date to reflect: (a) the hypothetical investment earnings and/or losses described above; (b) Participant deferrals and/or Employer Contributions, if any; and (c) distributions or withdrawals from the Account.

ARTICLE 7 - RIGHT TO BENEFITS

7.1 Vesting.

7.1.1 Vesting for Voluntary Elected Deferral Amounts. Except as provided in Sections 7.1.2 and 7.1.3, a Participant, at all times, has a 100% nonforfeitable interest in voluntary elected deferral amounts credited to his or her Account.

7.1.2 Vesting for Employer Contributions. At the time that the Administrator approves any Employer Contributions to be made to a Participant's Account for a Plan Year, the Administrator shall also determine, in its sole discretion, whether such Employer Contributions shall be subject to a substantial risk of forfeiture and the applicable vesting period (e.g., time or performance based vesting). Unless otherwise provided by the Employer at the time of approval of an Employer Contribution on behalf of a Participant, a Participant's Employer Contributions under the Plan will become 100% vested (nonforfeitable) upon the occurrence of any of the following events:

7.1.2.1 The Participant's Total Disability;

7.1.2.2 Participant's death; or

7.1.2.3 Participant's involuntary Separation from Service due to job elimination.

7.1.3 In the event that a Participant's Employer Contributions become 100% nonforfeitable due to the occurrence of an event in Sections 7.1.2.1 or 7.1.2.3, such benefit will be paid to the Participant in a lump sum with 60 days of such event or, in the event of the Participant's death, paid pursuant to Section 7.2 below.

- 7.1.4 **Vesting for Special Retention Incentives.** These awards are subject to time-based vesting requirements (and other vesting requirements as the Administrator may determine from time to time) based on the following schedule:

Vesting Period	Retention Incentive to Salary Multiple
3 years	Less than or equal to one times annual salary
4 years	Greater than one times annual salary and less than or equal to two times annual salary
5 years	Greater than two times annual salary

- 7.2 **Death.** The balance or remaining balance credited to a Participant's Account shall be paid to his or her Beneficiary in a single lump sum payment as soon as practicable following the date of death, but in no event later than the end of the year in which the death occurred or, if later, the 15th day of the third month immediately following the date of death. If multiple Beneficiaries have been designated, each Beneficiary shall receive a single lump sum payment of his or her specified portion of the Account as soon as practicable following the date of death, but in no event later than the end of the year in which the death occurred or, if later, the 15th day of the third month immediately following the date of death.

A Participant may designate a Beneficiary or Beneficiaries, or change any prior designation of Beneficiary or Beneficiaries in accordance with rules and procedures established by the Administrator.

A copy of the death notice or other sufficient documentation must be filed with and approved by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's Account, such amount will be paid to his or her estate (such estate shall be deemed to be the Beneficiary for purposes of the Plan) in a single lump sum payment.

ARTICLE 8 - DISTRIBUTION OF BENEFITS

- 8.1 **Amount of Benefits.** The amount credited to a Participant's Account as determined under Articles 5 and 7 shall determine and constitute the basis for the value of benefits payable to the Participant under the Plan.

8.2 Method and Timing of Distributions for Voluntary Deferrals and Employer Contributions.

8.2.1 Method and Timing of Distributions for a Specified Plan Year. In the event a Participant has selected a specific Plan Year to begin distribution of all or a portion of the voluntary deferrals and/or Employer Contributions (if any) credited to his or her Account, such distribution shall commence in January of the Plan Year that the Participant had elected for beginning such distribution from his or her Account, and shall be made in the form specified by the Participant in accordance with the provisions of Article 3.

8.2.2 Method and Timing of Distributions for Separation from Service. Subject to Section 8.4, in the event that all or any portion of a Participant's Account is distributable upon the Participant's Separation from Service, such distribution shall commence in January of the first Plan Year that commences six months after the Participant's date of Separation from Service, and shall be made in the form specified by the Participant in accordance with the provisions of Article 3.

8.3 Method and Timing of Distributions for Special Retention Incentives. Distributions for Special Retention Incentive will occur as soon as administratively feasible following the vesting date specified by the Administrator, but in no event more than 60 days.

8.4 Cashouts of Amounts Not Exceeding \$10,000. If the amount credited to the Participant's Account does not exceed \$10,000 at the time of the Participant's Separation from Service, the Employer may pay such amount to the Participant in a single lump sum payment as soon as practicable following such termination or cessation of service regardless of whether the Participant had made different elections of time or form of payment as to the amount credited to his or her Account or whether the Participant was receiving installments at the time of such termination. A distribution made to a Specified Employee shall not be made before the date that is six months after the date of his or her Separation from Service.

ARTICLE 9 - AMENDMENT AND TERMINATION

9.1 Amendment by Employer. The Plan Sponsor reserves the right to amend the Plan (for itself and each Employer) through action of the Board. An amendment must be in writing and executed by an officer authorized to take such action. Each amendment shall be effective when approved by the Board. No amendment can directly or indirectly deprive any current or former Participant or Beneficiary of all or any portion of his or her Account, which had accrued prior to the amendment.

9.2 Retroactive Amendments. An amendment made by the Plan Sponsor in accordance with Section 9.1 may be made effective on a date prior to the first day of the Plan Year in which it is adopted if such amendment is necessary or appropriate

to enable the Plan to satisfy the applicable requirements of the Code or ERISA or to conform the Plan to any change in federal law or to any regulations or ruling thereunder. Any retroactive amendment by the Plan Sponsor shall be subject to the provisions of Section 9.1.

- 9.3 **Plan Termination.** The Plan has been adopted with the intention and expectation that it will be continued indefinitely. Each Employer, however, reserves the right to terminate the Plan with respect to its participating employees. Each Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan or terminate the Plan at any time without any liability hereunder for any such discontinuance or termination.
- 9.4 **Distribution Upon Termination of the Plan.** Upon termination of the Plan, no further contributions shall be made under the Plan and if such termination meets the distribution acceleration requirements of Treasury Regulation Section 1.409A-3(j)(4)(ix), all amounts credited to each Participant's Account shall be paid out as soon as administratively feasible in accordance with such regulations in a single lump sum payment regardless of the elections the Participant had made concerning the time and form of payment of the amounts credited to his or her Account and regardless of whether the Participant was receiving installments at the time of such Plan termination.

ARTICLE 10 - THE TRUST

- 10.1 **Establishment of Trust.** The Plan Sponsor may but is not required to establish a trust to hold amounts, which the Plan Sponsor may contribute from time to time to correspond to some or all amounts credited to Participants under Section 5.1. If the Plan Sponsor elects to establish a trust, the provisions of Sections 10.2 and 10.3 shall become operative.
- 10.2 **Grantor Trust.** Any trust established by the Plan Sponsor shall be between the Plan Sponsor and a trustee pursuant to a separate written agreement under which assets are held, administered and managed, subject to the claims of the Plan Sponsor's creditors in the event of the Plan Sponsor's insolvency, until paid to the Participant and/or his or her Beneficiaries specified in the Plan. The trust is intended to be treated as a grantor trust under the Code, and the establishment of the trust shall not cause the Participant to realize current income on amounts contributed thereto.
- 10.3 **Investment of Trust Funds.** Any amounts contributed to the trust by the Plan Sponsor shall be invested by the trustee in accordance with the provisions of the trust and the instructions of the Administrator. Trust investments need not reflect the hypothetical investments selected by Participants under Section 6.1 for the purpose of adjusting Accounts and the earnings or investment results of the trust

shall not affect the hypothetical investment adjustments to Participants' Accounts under the Plan.

ARTICLE 11 - MISCELLANEOUS

- 11.1 **Acceleration of Payments Permitted Under Code Section 409A.** Notwithstanding anything in this Plan to the contrary, the Administrator may provide that a Participant will receive all or a portion of his or her Account prior to the time specified in this Plan to the extent such acceleration is permitted under Code Section 409A.
- 11.2 **Unsecured General Creditor of the Employer.** Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Employer. For purposes of the payment of benefits under the Plan, any and all of the Employer's assets shall be, and shall remain, the general, unpledged, unrestricted assets of the Employer. Each Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.
- 11.3 **Employer's Liability.** Each Employer's liability for the payment of benefits under the Plan shall be defined only by the Plan and by the Deferral Elections entered into between a Participant and the Employer. An Employer shall have no obligation or liability to a Participant under the Plan except as provided by the Plan and a Deferral Election or agreements. An Employer shall have no liability to Participants employed by other Employers.
- 11.4 **Limitation of Rights.** Neither the establishment of the Plan, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving to the Participant or any other person any legal or equitable right against the Employer or Administrator, except as provided herein; and in no event will the terms of employment or service of the Participant be modified or in any way affected hereby.
- 11.5 **Assignment of Benefits.** Except as hereinafter provided with respect to marital disputes, none of the benefits or rights of a Participant or any Beneficiary of a Participant shall be subject to the claim of any creditor. In particular, to the fullest extent permitted by law, all such benefits and rights shall be free from attachment, garnishment, or any other legal or equitable process available to any creditor of the Participant and his or her Beneficiary. Neither the Participant nor his or her Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber, or assign any of the payments which he or she may expect to receive, contingently or otherwise, under this Plan, except the right to designate a Beneficiary to receive death benefits provided hereunder. In cases of marital dispute, the Employer shall observe the terms of the Plan unless and until ordered to do otherwise by a state or Federal court. As a condition of participation, a Participant agrees to hold the

Employer harmless from any harm that arises out of the Employer's obeying the final order of any state or Federal court, whether such order effects a judgment of such court or is issued to enforce a judgment or order of another court. A distribution made to comply with a court-approved settlement incident to divorce or to comply with Federal conflict of interest requirements shall be permitted, notwithstanding the provisions of Article 3 or any elections made by the Participant to the contrary.

- 11.6 **Facility of Payment.** If the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his or her affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Employer to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under State law for the care and control of such recipient. The receipt by such person or institution of any such payments therefore, and any such payment to the extent thereof, shall discharge the liability of the Employer for the payment of benefits hereunder to such recipient.
- 11.7 **Notices.** Any notice or other communication in connection with the Plan shall be deemed delivered in writing if addressed as provided below and if either actually delivered at said address or, in the case of a letter, five business days shall have elapsed after the same shall have been deposited in the United States mails, first-class postage prepaid and registered or certified:
- (a) If it is sent to the Employer or Administrator, it will be at the address specified by the Employer; or
 - (b) In each case at such address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressor's then effective notice address.
- 11.8 **Tax Withholding.** The Employer shall have the right to deduct from all payments or deferrals made under the Plan any tax required by law to be withheld. If the Employer concludes that tax is owed with respect to any deferral or payment hereunder, the Employer shall withhold such amounts from any payments due the Participant, as permitted by law, or otherwise make appropriate arrangements with the Participant or his or her Beneficiary for satisfaction of such obligation. Tax, for purposes of this Section 11.8 means any federal, state, local or any other governmental income tax, employment or payroll tax, excise tax, or any other tax or assessment owing with respect to amounts deferred, any earnings thereon, and any payments made to Participants under the Plan.
- 11.9 **Indemnification.** Each Employer shall indemnify and hold harmless each employee, officer, or director of an Employer to whom is delegated duties, responsibilities, and authority with respect to the Plan against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by or imposed upon him

or her (including but not limited to reasonable attorney fees) which arise as a result of his or her actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such claim, liability, fine, penalty, or expense is not paid for by liability insurance purchased or paid for by an Employer. Notwithstanding the foregoing, an Employer shall not indemnify any person for any such amount incurred through any settlement or compromise of any action unless the Employer consents in writing to such settlement or compromise.

11.10 **Governing Law.** The Plan will be construed, administered and enforced according to ERISA, and to the extent not preempted thereby, the laws of the State of California.

ARTICLE 12 - PLAN ADMINISTRATION

12.1 **Powers and Responsibilities of the Administrator.** The Administrator has the full power and the full responsibility to administer the Plan in all of its details, subject, however, to the applicable requirements of ERISA. The Administrator's powers and responsibilities include, but are not limited to, the following:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To administer the claims and review procedures specified in Section 12.2;
- (e) To compute the amount of benefits which will be payable to any Participant, former Participant or Beneficiary in accordance with the provisions of the Plan;
- (f) To determine the person or persons to whom such benefits will be paid;
- (g) To authorize the payment of benefits;
- (h) To comply with the reporting and disclosure requirements of Part 1 of Subtitle B of Title I of ERISA;
- (i) To appoint such agents, counsel, accountants, and consultants as may be required to assist in administering the Plan;
- (j) By written instrument, to allocate and delegate its responsibilities, including the formation of an Administrative Committee to administer the Plan.

12.2 Claims and Review Procedures.

- (a) Claims Procedure. If any person believes he or she is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator within one year of the date of the event giving rise to the claim for benefits under the Plan. If any such claim is wholly or partially denied, the Administrator will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review. Such notification will be given within 90 days after the claim is received by the Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period).
- (b) Review Procedure. Within 60 days after the date on which a person receives a written notification of denial of claim, such person (or his or her duly authorized representative) may (i) file a written request with the Administrator for a review of his or her denied claim and of pertinent documents and (ii) submit written issues and comments to the Administrator. The Administrator will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The decision on review will be made within 60 days after the request for review is received by the Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period).
- (c) No action at law or equity shall be brought to recover benefits under the Plan unless the action is commenced within two (2) years after the occurrence of the loss for which a claim is made. Except as required by applicable law, no action at law or equity shall be brought to recover a benefit under the Plan unless and until the claimant has:
 - (i) submitted a claim for benefits;
 - (ii) been notified by the Board that the benefits (or a portion thereof) are denied;
 - (iii) filed a written request for a review of denial with the Board; and

(iv) been notified in writing that the denial has been affirmed.

12.3 **Plan Administrative Costs.** All reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator in administering the Plan shall be paid by the Employer.

12.4 **Code Section 409A.** The Plan shall be interpreted and construed as necessary to comply with Code Section 409A and any regulations or other guidance promulgated thereunder. Any provision that is noncompliant with Code Section 409A is deemed amended to comply with Code Section 409A Code or if it cannot be so amended is void. The Employer does not guarantee the tax treatment of any payment or benefit under the Plan and the Participant shall at all times be responsible for any and all tax liabilities and payments related to the benefits provided hereunder.

Approved by the Compensation Committee on January 23, 2019. Refer to official Compensation Committee Minutes for approval record.